



RESOLUTION NO. U-11171

A RESOLUTION relating to employment, authorizing a letter of agreement between the City and International Brotherhood of Electrical Workers, Customer and Field Services; Court Clerks; Human Resources; Supervisors; Tacoma Power; Tacoma Water; and Water Pollution Control Units.

WHEREAS the City of Tacoma, Department of Utilities, and the International Brotherhood of Electrical Workers Local 483, Customer and Field Services; Court Clerks; Human Resources; Supervisors; Tacoma Power; Tacoma Water; and Water Pollution Control Units ("IBEW"), have proposed seven Letters of Agreement ("LOA") regarding the impacts of *Janus v. AFSCME* Council 31 and changes to RCW 41.46, as related to union dues and fees, and

WHEREAS the following sections of each collective bargaining agreement is proposed to be replaced in its entirety to reflect the language in the each unit's respective Letter of Agreement:

| IBEW Bargaining Unit | Language Change |
|----------------------------------|--|
| Customer and Field Services Unit | Article 2, Union Recognition and Dues Deduction |
| Court Clerks Unit | Article 2, Union Recognition and Dues Deduction |
| Human Resources Unit | Article 2, Union Recognition, Dues Deduction, and Activities |
| Supervisor's Unit | Article 2, Union Recognition and Dues Deduction |
| Tacoma Power Unit | Article 2, Union Recognition and Dues Deduction |
| Tacoma Water Unit | Article 2, Union Recognition and Dues Deduction |
| Water Pollution Control Unit | Article 2, Union Recognition and Dues Deduction |



WHEREAS it is in the best interests of the City that the proposed seven
LOA negotiated by the Union and the City be approved; Now, therefore,

BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

That the seven Letters of Agreement between the City and the IBEW is
approved, all actions taken in the approval and execution of the seven Letters
of Agreement are ratified, and the City Council is requested to concur in the
approval and authorize the proper officers of the City to execute the seven
Letters of Agreement substantially in the form on file by the Clerk of the Board
and as approved by the City Attorney.

Approved as to form:

Chair

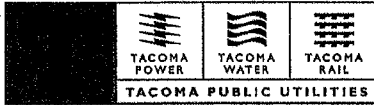
/s/

Chief Deputy City Attorney

Secretary

Adopted _____

Clerk



Board Action Memorandum

TO: Jackie Flowers, Director of Utilities
COPY: Charleen Jacobs, Director and Board Offices
FROM: Karen Short, Senior Human Resources Analyst
Dylan Carlson, Senior Labor Relations Manager
Bill Fosbre, City Attorney
MEETING DATE: June 24, 2020
DATE: June 12, 2020

SUMMARY:

A resolution authorizing the adoption a series of Letters of Agreement as negotiated with the International Brotherhood of Electrical Workers, Local 483, Customer and Field Services; Court Clerks; Human Resources; Supervisors; Tacoma Power; Tacoma Water; and Water Pollution Control Units.

BACKGROUND:

The resolution will authorize execution of seven Letters of Agreement negotiated with the International Brotherhood of Electrical Workers, Local 483, Customer and Field Services; Court Clerks; Human Resources; Supervisors; Tacoma Power; Tacoma Water; and Water Pollution Control Units.

The agreements address impacts of the *Janus v. AFSCME* Council 31 court case and changes to RCW 41.46 as related to union dues and fees. The agreements provide that the following sections of each collective bargaining agreement be replaced in its entirety to reflect the language in the unit's respective Letter of Agreement:

| IBEW Bargaining Unit | Language Change |
|----------------------------------|--|
| Customer and Field Services Unit | Article 2, Union Recognition and Dues Deduction |
| Court Clerks Unit | Article 2, Union Recognition and Dues Deduction |
| Human Resources Unit | Article 4, Union Recognition, Dues Deduction, and Activities |
| Supervisor's Unit | Article 2, Union Recognition and Dues Deduction |
| Tacoma Power Unit | Article 2, Union Recognition and Dues Deduction |
| Tacoma Water Unit | Article 2, Union Recognition and Dues Deduction |
| Water Pollution Control Unit | Article 2, Union Recognition and Dues Deduction |

The Letters of Agreement will be scheduled for consideration by the City Council as a resolution on July 7, 2020.

ATTACHMENTS: List any attachments (contracts, policies, agreements, etc.).
Letters of Agreement (7)

CONTACT:

Karen Short, Senior Human Resources Analyst, (253) 591-5424
Presenter: Dylan Carlson, Senior Labor Relations Manager, (253) 591-5609

**Letter of Agreement
By and Between
City of Tacoma and
IBEW Local #483 (Supervisors Unit)**

Subject: Addressing Impacts to Union Dues and Fees

The City of Tacoma and the International Brotherhood of Electrical Workers Local #483, **Supervisors Bargaining Unit**, hereby enter into this Letter of Agreement for the purpose of addressing the impacts of the Janus v. AFSCME Council 31 court case and recent changes to RCW 41.56 related to union dues and fees.

Agreement:

Now, therefore, the City and Union hereby agree that Article 2 of the 2017-2020 Collective Bargaining Agreement will be replaced in its entirety to read:

ARTICLE 2 - UNION RECOGNITION AND DUES DEDUCTION

Section 2.1 - Union Recognition The Union shall be the exclusive bargaining agent in all matters of wages, hours and employment conditions in the application of this Agreement to the employees within classifications as set forth hereafter in Article 6.

Section 2.2 - Leave for Business Manager/Representative The Director of Public Utilities or City Manager will approve granting of leave of absence without pay for the period covered by this Agreement without loss of Civil Service status and/or without loss of continued accrual of seniority, and aggregate City service or tenure status for all purposes, to no more than two (2) employees of the City who are members of the Union, and whom the Union may desire to have act as its Business Manager/Representative to be locally engaged in the business of the Union.

Section 2.3 The City will inform new bargaining unit employees of the Union's exclusive representation status. The City will provide union access to new employees entering the bargaining unit within ninety (90) days of hire. The City will allow the Union thirty (30) minutes to meet with such individuals during work hours and at their usual worksite or a mutually agreed upon location. During such meetings, an employee designated by the Union will be permitted, for up to thirty (30) minutes and without loss of regular straight-time pay, to meet with new represented employee(s). The Employer shall incur no costs for travel time or mileage, nor shall the Union use City vehicles or resources in the conduct of this union business.

Section 2.4 - Deductions The City agrees to deduct from the pay of each employee, who has so authorized it, the 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 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 it 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.

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 2.5 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.

Section 2.6 The Union agrees to indemnify and save the City harmless against any liability which may arise by reason of any action taken by the City to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action.

Section 2.7 The Business Manager or Business Representative of the Union may, after notifying the City of Tacoma official, or their designated management representative in charge of the workgroup, visit the work location of employees covered by this Agreement for the purpose of investigating conditions on the job. There shall not be any interference with the duties of employees or the operations of the Department.

Section 2.8 The City recognizes and will not interfere with the right of their employees to become members of the union and agrees there shall be no discrimination, interference, restraint or coercion by the City against any employee because of their membership in the union.

Section 2.9 The City agrees to use reasonable efforts to notify the Union prior to releasing any requested information when the City receives a Public Disclosure Request specifically asking for the name, date of birth, membership status, duty station/location, address, or work email address of all of the members of the Union's bargaining unit. The Union agrees to use reasonable efforts to notify the City prior to filing any court action to prevent the City from releasing information under such a request. The parties' obligations under this section are not subject to grievance.

Section 2.10 The City agrees to provide space for a Union bulletin board at each major work site. Postings by the Union on such boards are to be confined to official business of the Union.

This Letter of Understanding shall become effective upon ratification by the parties and shall remain in effect until a successor to the current Collective Bargaining Agreement is ratified by the parties.

For IBEW Local #483

For City of Tacoma

Alice Phillips Date
Business Manager

Dylan Carlson Date
Senior Labor Relations Manager

Elizabeth Pauli Date
City Manager

Jackie Flowers Date
Director of Public Utilities

Approved as to form:

Cheryl Comer Date
Deputy City Attorney

**Letter of Agreement
By and Between
City of Tacoma and
IBEW Local #483 (Water Division Unit)**

Subject: Addressing Impacts to Union Dues and Fees

The City of Tacoma and the International Brotherhood of Electrical Workers Local #483, **Water Division Bargaining Unit**, hereby enter into this Letter of Agreement for the purpose of addressing the impacts of the Janus v. AFSCME Council 31 court case and recent changes to RCW 41.56 related to union dues and fees.

Agreement:

Now, therefore, the City and Union hereby agree that Article 2 of the 2019-2021 Collective Bargaining Agreement will be replaced in its entirety to read:

ARTICLE 2 - UNION RECOGNITION AND DUES DEDUCTION

Section 2.1 Union Recognition. The Union shall be the exclusive bargaining agent in all matters of wages, hours, and working conditions in the application of the Agreement for all employees in classifications in the water division bargaining unit working at the City of Tacoma, **Including:** water treatment plant supervisor, water control station operator, water meter repair worker, water meter repair worker lead, water plant maintenance worker, water pumps & storage supervisor, water quality specialist, water service mechanic, water service supervisor, water service worker, water treatment plant operator, water utility worker, watershed inspector, and water supply supervisor. **Excluding:** confidential employees and all other employees.

Section 2.2 Leave for Business Manager/Representative. The Director of Public Utilities or City Manager will approve granting of leave of absence without pay for the period covered by this Agreement without loss of Civil Service status and/or without loss of continued accrual of seniority, and aggregate City service or tenure status for all purposes, to no more than two (2) employees of the City who are members of the Union, and whom the Union may desire to have act as its Business Manager/Representative to be locally engaged in the business of the Union.

Section 2.3 The City will inform new bargaining unit employees of the Union's exclusive representation status. The City will provide union access to new employees entering the bargaining unit within ninety (90) days of hire. The City will allow the Union thirty (30) minutes to meet with such individuals during work hours and at their usual worksite or a mutually agreed upon location. During such meetings, an employee designated by the Union will be permitted, for up to thirty (30) minutes and without loss of regular straight-time pay, to meet with new represented employee(s). The Employer shall incur no costs for travel time or mileage, nor shall the Union use City vehicles or resources in the conduct of this union business.

Section 2.4 Deductions. The City agrees to deduct from the pay of each employee, who has so authorized it, the 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 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 it 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.

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 2.5 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.

Section 2.6 The Union agrees to indemnify and save the City harmless against any liability which may arise by reason of any action taken by the City to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action.

Section 2.7 The Business Manager or Business Representative of the Union may, after notifying the City of Tacoma official, or their designated management representative in charge of the workgroup, visit the work location of employees covered by this Agreement for the purpose of investigating conditions on the job. There shall not be any interference with the duties of employees or the operations of the Department.

Section 2.8 The City recognizes and will not interfere with the right of their employees to become members of the union and agrees there shall be no discrimination, interference, restraint or coercion by the City against any employee because of their membership in the union.

Section 2.9 The City agrees to use reasonable efforts to notify the Union prior to releasing any requested information when the City receives a Public Disclosure Request specifically asking for the name, date of birth, membership status, duty station/location, address, or work email address of all of the members of the Union's bargaining unit. The Union agrees to use reasonable efforts to notify the City prior to filing any court action to prevent the City from releasing information under such a request. The parties' obligations under this section are not subject to grievance.

Section 2.10 Shop Stewards and Union Bulletin Boards. The Union shall furnish the Human Resources Director with an up-to-date list of Shop Stewards, and shall keep such list current. Shop Stewards shall be permitted to devote a reasonable amount of time during normal working hours, without loss of pay, for the investigation, presentation and settlement of employee grievances.

This Letter of Understanding shall become effective upon ratification by the parties and shall remain in effect until a successor to the current Collective Bargaining Agreement is ratified by the parties.

For IBEW Local #483

For City of Tacoma

Alice Phillips Date
Business Manager

Dylan Carlson Date
Senior Labor Relations Manager

Elizabeth Pauli Date
City Manager

Jackie Flowers Date
Director of Public Utilities

Approved as to form:

Cheryl Comer Date
Deputy City Attorney

**Letter of Agreement
By and Between
City of Tacoma and
IBEW Local #483 (Water Pollution Control Unit)**

Subject: Addressing Impacts to Union Dues and Fees

The City of Tacoma and the International Brotherhood of Electrical Workers Local #483, **Water Pollution Control Bargaining Unit**, hereby enter into this Letter of Agreement for the purpose of addressing the impacts of the Janus v. AFSCME Council 31 court case and recent changes to RCW 41.56 related to union dues and fees.

Agreement:

Now, therefore, the City and Union hereby agree that Article 2 of the 2020-2020 Collective Bargaining Agreement will be replaced in its entirety to read:

ARTICLE 2 – UNION RECOGNITION AND UNION DUES

Section 2.1 The City 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 classification listed in Appendix A, which shall form a part of this Agreement.

Section 2.2 - Leave for Business Manager/Representative The Director of Public Utilities or City Manager will approve granting of leave of absence without pay for the period covered by this Agreement without loss of Civil Service status and/or without loss of continued accrual of seniority, and aggregate City service or tenure status for all purposes, to no more than two (2) employees of the City who are members of the Union, and whom the Union may desire to have act as its Business Manager/Representative to be locally engaged in the business of the Union.

Section 2.3 The City will inform new bargaining unit employees of the Union's exclusive representation status. The City will provide union access to new employees entering the bargaining unit within ninety (90) days of hire. The City will allow the Union thirty (30) minutes to meet with such individuals during work hours and at their usual worksite or a mutually agreed upon location. During such meetings, an employee designated by the Union will be permitted, for up to thirty (30) minutes and without loss of regular straight-time pay, to meet with new represented employee(s). The Employer shall incur no costs for travel time or mileage, nor shall the Union use City vehicles or resources in the conduct of this union business.

Section 2.4 - Deductions The City agrees to deduct from the pay of each employee, who has so authorized it, the 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 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 it 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.

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 2.5 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.

Section 2.6 The Union agrees to indemnify and save the City harmless against any liability which may arise by reason of any action taken by the City to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action.

Section 2.7 The Business Manager or Business Representative of the Union may, after notifying the City of Tacoma official, or their designated management representative in charge of the workgroup, visit the work location of employees covered by this Agreement for the purpose of investigating conditions on the job. There shall not be any interference with the duties of employees or the operations of the Department.

Section 2.8 The City recognizes and will not interfere with the right of their employees to become members of the union and agrees there shall be no discrimination, interference, restraint or coercion by the City against any employee because of their membership in the union.

Section 2.9 The City agrees to use reasonable efforts to notify the Union prior to releasing any requested information when the City receives a Public Disclosure Request specifically asking for the name, date of birth, membership status, duty station/location, address, or work email address of all of the members of the Union's bargaining unit. The Union agrees to use reasonable efforts to notify the City prior to filing any court action to prevent the City from releasing information under such a request. The parties' obligations under this section are not subject to grievance.

Section 2.10 The City shall pay three (3) City employees their regular rate of pay for time spent in formal negotiations during their regularly scheduled work shift. In addition the parties may schedule the participation of a fourth employee at various stages of negotiations as the parties agree.

Section 2.11 The Union shall furnish the Human Resources Director with an up-to-date list of Union shop stewards and shall keep such list current. Stewards shall be permitted to devote reasonable periods of time during normal working hours, without loss of pay, for the investigation, presentation and settlement of employee grievances, subject to the following conditions:

- A. Such time shall be with the approval of the steward's immediate supervisor and such approval shall not be unreasonably withheld. The steward shall give the supervisor an estimate of

the time needed. If the time needed would require extended time away from work time, then it may be more appropriate for a paid union official to be involved in the investigation.

B. A shop steward shall be permitted to be present at investigatory meetings or meetings where formal disciplinary action will occur and a member has requested a shop steward's presence. If a shop steward is not available, the Union shall designate another representative to attend.

C. A manager need only deal with one Union representative (Business Agent or shop steward) at a time, unless either party requests otherwise. If additional participants are deemed necessary, the party requesting the additional participants shall notify the other party.

Section 2.12 Operating personnel shall perform all regular operational process duties and testing.

Section 2.13 A copy of this Agreement shall be posted in a conspicuous place at the main treatment plant. Space shall be provided on existing bulletin boards at all treatment plants for official Union bulletins and correspondence.

This Letter of Understanding shall become effective upon ratification by the parties and shall remain in effect until a successor to the current Collective Bargaining Agreement is ratified by the parties.

For IBEW Local #483

For City of Tacoma

Alice Phillips Date
Business Manager

Dylan Carlson Date
Senior Labor Relations Manager

Elizabeth Pauli Date
City Manager

Approved as to form:

Cheryl Comer Date
Deputy City Attorney

**Letter of Agreement
By and Between
City of Tacoma and
IBEW Local #483 (Customer and Field Services Unit)**

Subject: Addressing Impacts to Union Dues and Fees

The City of Tacoma and the International Brotherhood of Electrical Workers Local #483, **Customer and Field Services Bargaining Unit**, hereby enter into this Letter of Agreement for the purpose of addressing the impacts of the Janus v. AFSCME Council 31 court case and recent changes to RCW 41.56 related to union dues and fees.

Agreement:

Now, therefore, the City and Union hereby agree that Article 2 of the 2019-2021 Collective Bargaining Agreement will be replaced in its entirety to read:

ARTICLE 2 - UNION RECOGNITION AND DUES DEDUCTION

Section 2.1 - Union Recognition The Union shall be the exclusive bargaining agent in all matters of wages, hours, and employment conditions in the application of the Agreement to employees in those classifications now listed and later added to the classifications set forth hereinafter. Should existing classifications be reclassified without the addition of significant new or different duties, the Union shall continue to be recognized for those classifications. Should new classifications in the City classified service be created, the City shall recognize the Union for those classifications, if such classifications perform a substantial portion of work presently performed by classifications listed in this Agreement. However, if another bargaining representative requests recognition for such a new classification, recognition procedures set forth under Chapter 41.56 RCW shall apply.

Section 2.2 - Leave for Business Manager/Representative The Director of Public Utilities or City Manager will approve granting of leave of absence without pay for the period covered by this Agreement without loss of Civil Service status and/or without loss of continued accrual of seniority, and aggregate City service or tenure status for all purposes, to no more than two (2) employees of the City who are members of the Union, and whom the Union may desire to have act as its Business Manager/Representative to be locally engaged in the business of the Union.

Section 2.3 The City will inform new bargaining unit employees of the Union's exclusive representation status. The City will provide union access to new employees entering the bargaining unit within ninety (90) days of hire. The City will allow the Union thirty (30) minutes to meet with such individuals during work hours and at their usual worksite or a mutually agreed upon location. During such meetings, an employee designated by the Union will be permitted, for up to thirty (30) minutes and without loss of regular straight-time pay, to meet with new represented employee(s). The Employer shall incur no costs for travel time or mileage, nor shall the Union use City vehicles or resources in the conduct of this union business.

Section 2.4 - Deductions The City agrees to deduct from the pay of each employee, who has so authorized it, the 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 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 it 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.

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 2.5 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.

Section 2.6 The Union agrees to indemnify and save the City harmless against any liability which may arise by reason of any action taken by the City to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action.

Section 2.7 The Business Manager or Business Representative of the Union may, after notifying the City of Tacoma official, or their designated management representative in charge of the workgroup, visit the work location of employees covered by this Agreement for the purpose of investigating conditions on the job. There shall not be any interference with the duties of employees or the operations of the Department.

Section 2.8 The City recognizes and will not interfere with the right of their employees to become members of the union and agrees there shall be no discrimination, interference, restraint or coercion by the City against any employee because of their membership in the union.

Section 2.9 The City agrees to use reasonable efforts to notify the Union prior to releasing any requested information when the City receives a Public Disclosure Request specifically asking for the name, date of birth, membership status, duty station/location, address, or work email address of all of the members of the Union's bargaining unit. The Union agrees to use reasonable efforts to notify the City prior to filing any court action to prevent the City from releasing information under such a request. The parties' obligations under this section are not subject to grievance.

Section 2.10 The City agrees to provide space for a Union bulletin board at each major work site. Postings by the Union on such boards are to be confined to official business of the Union.

This Letter of Understanding shall become effective upon ratification by the parties and shall remain in effect until a successor to the current Collective Bargaining Agreement is ratified by the parties.

For IBEW Local #483

For City of Tacoma

Alice Phillips Date
Business Manager

Dylan Carlson Date
Senior Labor Relations Manager

Elizabeth Pauli Date
City Manager

Jackie Flowers Date
Director of Public Utilities

Approved as to form:

Cheryl Comer Date
Deputy City Attorney

**Letter of Agreement
By and Between
City of Tacoma and
IBEW Local #483 (Court Clerks Unit)**

Subject: Addressing Impacts to Union Dues and Fees

The City of Tacoma and the International Brotherhood of Electrical Workers Local #483, **Court Clerks Bargaining Unit**, hereby enter into this Letter of Agreement for the purpose of addressing the impacts of the Janus v. AFSCME Council 31 court case and recent changes to RCW 41.56 related to union dues and fees.

Agreement:

Now, therefore, the City and Union hereby agree that Article 2 of the 2019-2021 Collective Bargaining Agreement will be replaced in its entirety to read:

Article 2 - UNION RECOGNITION AND DUES DEDUCTION

Section 2.1. The Union shall be the exclusive bargaining agent in all matters of wages, hours and employment conditions in the application of the Agreement to employees in the classification of Court Clerk (Job Code 43210). Should this classification be reclassified or re-titled without the addition of significant new or different duties, the Union shall continue to be recognized for this classification. Should new classifications be created, the Court and the City shall recognize the Union for those classifications, if such classifications perform a substantial portion of work presently performed by classifications listed in this Agreement. However, if another bargaining representative requests recognition for such a new classification, recognition procedures set forth in Chapter 41.56 RCW shall apply.

Section 2.2. The City will inform new bargaining unit employees of the Union's exclusive representation status. The City will provide union access to new employees entering the bargaining unit within ninety (90) days of hire. The City will allow the Union thirty (30) minutes to meet with such individuals during work hours and at their usual worksite or a mutually agreed upon location. During such meetings, an employee designated by the Union will be permitted, for up to thirty (30) minutes and without loss of regular straight-time pay, to meet with new represented employee(s). The Employer shall incur no costs for travel time or mileage, nor shall the Union use City vehicles or resources in the conduct of this union business.

Section 2.3 – Deductions. The City agrees to deduct from the pay of each employee, who has so authorized it, the 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 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 it 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.

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 2.4. 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.

Section 2.5. The City recognizes and will not interfere with the right of their employees to become members of the union and agrees there shall be no discrimination, interference, restraint or coercion by the City against any employee because of their membership in the union.

Section 2.6. The City agrees to use reasonable efforts to notify the Union prior to releasing any requested information when the City receives a Public Disclosure Request specifically asking for the name, date of birth, membership status, duty station/location, address, or work email address of all of the members of the Union's bargaining unit. The Union agrees to use reasonable efforts to notify the City prior to filing any court action to prevent the City from releasing information under such a request. The parties' obligations under this section are not subject to grievance.

Section 2.7 - Defense and Indemnification of the Court and the City The Union further agrees that it will indemnify, defend and hold the Court and the City harmless from all suits, actions, proceedings or claims against the Court and/or City or persons acting on behalf of the Court and/or City, whether for damages, compensation, reinstatement or any combination thereof, arising out of application of this Article. In the event any decision is rendered by the highest court having jurisdiction that any portion of this Article is invalid and/or that reimbursements must be made to any employee(s) affected, the Union shall be solely responsible for such reimbursements.

Section 2.8 – Leave for Business Manager/Representative The Presiding Judge, will approve granting of leave of absence without pay for the period covered by this Agreement without loss of continued accrual of aggregate City service or tenure status for all purposes, to no more than one (1) employee of the City who is a member of the Union, and whom the Union may desire to have act as its Business Manager to be locally engaged in the business of the Union.

Section 2.9 – Business Representative Visit The Business Manager or Business Representative of the Union may, after notifying the Court Administrator or designee, visit the work location of the employees covered by this Agreement for the purpose of investigating conditions on the job. There shall not be any interference with the duties of employees or the operations of the Court or City. Any Business Representative visiting the worksite will have an employee escort; such escort shall be designated by the Court Administrator or their designee.

Section 2.10 – Bargaining Unit Jurisdiction The members covered by this Agreement shall not be required to perform more than incidental work which properly comes under the jurisdiction of another bargaining unit and/or classification, unless properly compensated for such temporary work assignment.

Section 2.11 – Union Bulletin Board The Union shall provide a bulletin board for its exclusive use and shall be allowed to place such in a common work location of the bargaining unit. Notices and announcements shall not contain anything political or reflecting adversely upon the Court, City, any of its employees, or any labor organizations among its employees.

This Letter of Understanding shall become effective upon ratification by the parties and shall remain in effect until a successor to the current Collective Bargaining Agreement is ratified by the parties.

For IBEW Local #483

For City of Tacoma

Alice Phillips Date
Business Manager

Dylan Carlson Date
Senior Labor Relations Manager

Elizabeth Pauli Date
City Manager

David B. Ladenburg Date
Tacoma Municipal Court
Presiding Judge

Approved as to form:

Cheryl Comer Date
Deputy City Attorney

**Letter of Agreement
By and Between
City of Tacoma and
IBEW Local #483 (Human Resources Unit)**

Subject: Addressing Impacts to Union Dues and Fees

The City of Tacoma and the International Brotherhood of Electrical Workers Local #483, **Human Resources Bargaining Unit**, hereby enter into this Letter of Agreement for the purpose of addressing the impacts of the Janus v. AFSCME Council 31 court case and recent changes to RCW 41.56 related to union dues and fees.

Agreement:

Now, therefore, the City and Union hereby agree that Article 4 of the 2020 Collective Bargaining Agreement will be replaced in its entirety to read:

ARTICLE 4 UNION RECOGNITION, DUES DEDUCTION, AND ACTIVITIES

Section 4.1 **Union Recognition.** The Union shall be the exclusive bargaining agent in all matters of wages, hours and employment conditions in the application of this Agreement to the employees within classifications as set forth in Appendix A.

Section 4.2 The Director of Public Utilities or City Manager will approve granting of leave of absence without pay for the period covered by this Agreement without loss of Civil Service status and/or without loss of continued accrual of seniority, and aggregate City service or tenure status for all purposes, to no more than two (2) employees of the City who are members of the Union, and whom the Union may desire to have act as its Business Manager/Representative to be locally engaged in the business of the Union.

Section 4.3 The City will inform new bargaining unit employees of the Union's exclusive representation status. The City will provide union access to new employees entering the bargaining unit within ninety (90) days of hire. The City will allow the Union thirty (30) minutes to meet with such individuals during work hours and at their usual worksite or a mutually agreed upon location. During such meetings, an employee designated by the Union will be permitted, for up to thirty (30) minutes and without loss of regular straight-time pay, to meet with new represented employee(s). The Employer shall incur no costs for travel time or mileage, nor shall the Union use City vehicles or resources in the conduct of this union business.

Section 4.4 The City agrees to deduct from the pay of each employee, who has so authorized it, the 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 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 it 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.

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 4.5 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.

Section 4.6 The Union agrees to indemnify and save the City harmless against any liability which may arise by reason of any action taken by the City to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action.

Section 4.7 The City recognizes and will not interfere with the right of their employees to become members of the union and agrees there shall be no discrimination, interference, restraint or coercion by the City against any employee because of their membership in the union.

Section 4.8 Work Site Access. The Business Manager or Business Representative of the Union may, after providing reasonable, advanced notice to the official in charge, visit the work location of employees covered by this Agreement for the purpose of investigating conditions on the job. There shall not be any interference with the duties of employees or the operations of the City.

Section 4.9 Officers and Stewards. The Union will furnish to the City an up-to-date list of officers and stewards at least annually, with changes as they occur. The City will not recognize any officer or steward whose name does not appear on the list.

Section 4.10 Use of Services and Equipment. Union Officers and stewards may make de minimis use of City email, telephones, fax machines, the Internet, or intranets for the exclusive purpose of administering this Agreement. Except as permitted in this Section, City-owned or provided equipment, service or supplies may not be used for conducting internal Union Business.

Section 4.11 Employee Discussions with Union Officials. Absent prior approval from their supervisor(s), employees who wish to discuss a matter with a Union official in a manner that will require more than de minimis time away from work are expected to do so during break time, a meal period, or outside of work hours.

Section 4.12 Time Off for Union Activities. Union officers and stewards may be allowed time off without pay to attend Union-sponsored meeting, training sessions, conferences and conventions; provided that the time off does not interfere with City operating needs. If the absence is approved, the employees may use accumulated vacation leave or PTO instead of leave without pay if requested; provided that any accrued compensatory time must be used in advance of vacation or PTO leave.

Section 4.13 The City agrees to use reasonable efforts to notify the Union prior to releasing any requested information when the City receives a Public Disclosure Request specifically asking for the

name, date of birth, membership status, duty station/location, address, or work email address of all of the members of the Union's bargaining unit. The Union agrees to use reasonable efforts to notify the City prior to filing any court action to prevent the City from releasing information under such a request. The parties' obligations under this section are not subject to grievance.

Section 4.14 The City agrees to provide space for a Union bulletin board at each major work site. Postings by the Union on such boards are to be confined to official business of the Union.

This Letter of Understanding shall become effective upon ratification by the parties and shall remain in effect until a successor to the current Collective Bargaining Agreement is ratified by the parties.

For IBEW Local #483

For City of Tacoma

Alice Phillips Date
Business Manager

Dylan Carlson Date
Senior Labor Relations Manager

Elizabeth Pauli Date
City Manager

Approved as to form:

Cheryl Comer Date
Deputy City Attorney

**Letter of Agreement
By and Between
City of Tacoma and
IBEW Local #483 (Tacoma Power Unit)**

Subject: Addressing Impacts to Union Dues and Fees

The City of Tacoma and the International Brotherhood of Electrical Workers Local #483, **Tacoma Power Bargaining Unit**, hereby enter into this Letter of Agreement for the purpose of addressing the impacts of the Janus v. AFSCME Council 31 court case and recent changes to RCW 41.56 related to union dues and fees.

Agreement:

Now, therefore, the City and Union hereby agree that Article 2 of the 2017-2021 Collective Bargaining Agreement will be replaced in its entirety to read:

ARTICLE 2 - UNION RECOGNITION AND DUES DEDUCTION

Section 2.1 - Union Recognition The Union shall be the exclusive bargaining agent in all matters of wages, hours and employment conditions in the application of this Agreement to the employees within classifications as set forth hereafter in Appendix A.

Section 2.2 - Leave for Business Manager/Representative The Director of Public Utilities or City Manager will approve granting of leave of absence without pay for the period covered by this Agreement without loss of Civil Service status and/or without loss of continued accrual of seniority, and aggregate City service or tenure status for all purposes, to no more than two (2) employees of the City who are members of the Union, and whom the Union may desire to have act as its Business Manager/Representative to be locally engaged in the business of the Union.

Section 2.3 The City will inform new bargaining unit employees of the Union's exclusive representation status. The City will provide union access to new employees entering the bargaining unit within ninety (90) days of hire. The City will allow the Union thirty (30) minutes to meet with such individuals during work hours and at their usual worksite or a mutually agreed upon location. During such meetings, an employee designated by the Union will be permitted, for up to thirty (30) minutes and without loss of regular straight-time pay, to meet with new represented employee(s). The Employer shall incur no costs for travel time or mileage, nor shall the Union use City vehicles or resources in the conduct of this union business.

Section 2.4 - Deductions The City agrees to deduct from the pay of each employee, who has so authorized it, the 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 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 it 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.

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 2.5 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.

Section 2.6 The Union agrees to indemnify and save the City harmless against any liability which may arise by reason of any action taken by the City to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action.

Section 2.7 The Business Manager or Business Representative of the Union may, after notifying the City of Tacoma official, or their designated management representative in charge of the workgroup, visit the work location of employees covered by this Agreement for the purpose of investigating conditions on the job. There shall not be any interference with the duties of employees or the operations of the Department.

Section 2.8 The City recognizes and will not interfere with the right of their employees to become members of the union and agrees there shall be no discrimination, interference, restraint or coercion by the City against any employee because of their membership in the union.

Section 2.9 The City agrees to use reasonable efforts to notify the Union prior to releasing any requested information when the City receives a Public Disclosure Request specifically asking for the name, date of birth, membership status, duty station/location, address, or work email address of all of the members of the Union's bargaining unit. The Union agrees to use reasonable efforts to notify the City prior to filing any court action to prevent the City from releasing information under such a request. The parties' obligations under this section are not subject to grievance.

Section 2.10 The City agrees to provide space for a Union bulletin board at each major work site. Postings by the Union on such boards are to be confined to official business of the Union.

This Letter of Understanding shall become effective upon ratification by the parties and shall remain in effect until a successor to the current Collective Bargaining Agreement is ratified by the parties.

For IBEW Local #483

For City of Tacoma

Alice Phillips
Business Manager

Date

Dylan Carlson
Senior Labor Relations Manager

Date

Elizabeth Pauli
City Manager

Date

Jackie Flowers
Director of Public Utilities

Date

Approved as to form:

Cheryl Comer
Deputy City Attorney

Date