2019-2021

AGREEMENT
By and Between

The TACOMA MUNICIPAL COURT
and

The CITY OF TACOMA
and

LOCAL NO. 483
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

COURT CLERKS UNIT

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Local 483 International Brotherhood of Electrical Workers
Court Clerks unit

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2019-2021

Collective Bargaining Agreement

Between
TACOMA MUNICIPAL COURT
and
CITY OF TACOMA
and
Local 483 International Brotherhood of Electrical Workers
Court Clerks unit

PARTIES TO THE AGREEMENT & PREAMBLE

This Agreement is entered into by the Tacoma Municipal Court, hereinafter referred to as the "Court"; the City of Tacoma, hereinafter referred to as the "City"; and the Local 483, International Brotherhood of Electrical Workers, hereinafter referred to as the "Union," for the purpose of establishing all working conditions.

The parties to this agreement recognize that the Washington State Constitution, Article 4, Section 1 vests the judicial power of the state in a separate branch of government - the Judiciary. And further, the parties recognize that the Supreme Court of the State of Washington retains the power to regulate all court related functions, including administrative and personnel matters.

The Court and the City recognize the Union as the exclusive bargaining representative of all the Tacoma Municipal Court Clerks for the purpose of collective bargaining under this Agreement.

The Union and the Court recognize that the City shall be the exclusive bargaining agent for working conditions directly related to wage and wage-related benefits.

The Union and the City recognize that the Court shall be the exclusive bargaining agent for the purpose of establishing all working conditions, except for wage and wage-related benefits.

The Court and the Union have a common and sympathetic interest in municipal court services. Therefore, a working system and harmonious relations are essential to the relationship between the Court, the City, the Union and the public. All will benefit by continuous peace and by adjusting any differences by rational common sense methods. To these ends this Agreement is made.

Neither the Court nor the City shall be required to take any action under this Agreement which is in violation of federal, or state law, or the ordinances of the City of Tacoma.

The Union agrees that its members, who are employees of the Court and the City, will individually and collectively perform efficient work and service, and that they will avoid and discourage waste of materials, time and manpower, and that they will use their influence and best efforts to protect the property of the Court and the City and their interests and to prevent loss of tools and materials, and that they will cooperate with the Court and the City in promoting and advancing the welfare of the Court and the City and the services provided at all times.

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Article 1 - TERM OF AGREEMENT

Section 1.1 This Agreement shall remain in full force and effect from January 1, 2019 to and including December 31, 2021. If any party desires to terminate the Agreement on the anniversary date of December 31, 2021, written notice of such intent must be given to the other parties one hundred and twenty (120) days in advance of that date. Further, it is provided that this Agreement shall be subject to such change and modification during its term as may be mutually agreed by the parties hereto.

Section 1.2 Agreements reached between the parties shall become effective only when signed by an authorized representative of the Court and ratified by a majority of the Tacoma Municipal Court Judges; when signed by an authorized representative of the City and ratified by a majority of the Tacoma City Council; and when signed by an authorized representative of the Union.

Section 1.3 Only those Letters of Understanding or Agreement which are signed by the Union Business Manager or authorized representative, Presiding Judge, Labor Relations representative, and Human Resources Director shall be considered in force and subject to the provisions of the Agreement.

Article 2 - UNION RECOGNITION

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 parties recognize that certain provisions of Article 2 are unenforceable as a result of the *Janus v AFSCME* US Supreme Court decision, and agree to meet and confer following ratification of this Agreement to negotiate a mutually agreeable replacement for the current Article 2.

Section 2.3 - Dues It shall be a condition of employment that all employees of the employer, covered by this Agreement who are members of the Union (or who, in lieu thereof, pay each month a service charge equivalent to regular Union dues to the Union as a contribution towards the administration of the Agreement) on the effective date of this Agreement shall remain members or shall continue to pay said service charge. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in the Union, or in lieu thereof pay an amount equal to the regular initiation fee and each month a service charge equivalent to regular Union dues to the Union as a contribution towards the administration of this Agreement.

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Provided: Objections to joining the Union which are based on either bona fide religious tenets or teachings of a church or religious body of which such employee is a member will be observed. Any such employee shall pay an amount of money equivalent to regular Union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fees. Such payments shall be made to a charity having offices in Pierce County and the payment shall be made to said office. The employee shall furnish written proof to the Union that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

Section 2.4 - Union Membership The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the union.

Section 2.5 – Dues Deduction The City agrees to deduct from the paycheck of each employee who has so authorized it, the regular initiation fees and regular monthly dues uniformly required of members of the Union or in lieu thereof the monthly service charge. The City shall not be required to make any deductions from employee's paycheck except as authorized by the employee or by law. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request and the Union so notified. The performance of this function is recognized as a service to the Union by the City. There shall be no retroactive deduction of Union dues.

Section 2.6 - Failure to Pay Dues The Union agrees that the Court and/or the City shall not terminate the employment of any employee under the Union Security Clause provision of the Agreement until written notification is received from the Union that an employee has failed to pay the required dues or service charge, or provide proof of an alternative payment based on religious tenets as provided hereinabove. The parties also agree that, when an employee fails to fulfill the above obligation, the Union shall provide the employee, the Court and the City with thirty (30) days notification of the Union's intent to issue discharge action and during this period the employee may make restitution in the amount which is overdue.

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.

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Section 2.9 - Payroll Report The City will furnish the Union a copy of the pay status of Local 483 members at such time as the Information Systems runs such tabulation. 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 2.10 – 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 2.11 – 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 2.12 – 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.

Article 3 – SHOP STEWARDS

Section 3.1 The Union shall have the right to appoint one Shop Steward and one alternate. The Court and City Human Resources Department shall be furnished with the names of the Steward and the alternate so appointed.

Section 3.2 Stewards shall be allowed limited time away from their work stations during regular hours of work without loss of pay when attending meetings with the Court and/or City or when investigating grievances or complaints provided that this time does not interfere with the productivity and efficiency of services to the public.

Section 3.3 The Steward shall not leave their assigned work station without having received prior approval from the Court Administrator, or their designee. 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.

Article 4 – MANAGEMENT RIGHTS

Section 4.1 All collective bargaining with respect to working conditions under this Agreement shall be conducted by authorized representatives of the Court, of the City, and of the Union. Nothing in this Agreement shall prohibit, restrict, or prevent the full and free communication between the employer and the employees.

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Section 4.2 The Court retains all management rights granted by common law, statutes, court decisions, and court rules, including but not limited to the following:

A. Determining the Court's mission and policy, and setting forth all standards of service offered to the public;
B. Determining the methods, means, and number of personnel needed to carry out the Court's mission;
C. Planning, directing, controlling, and determining the operation of service to be conducted by the employees of the Court;
D. Determining which services are going to be performed;
E. Establishing work hours and schedules, as set forth in the collective bargaining agreement;
F. Establishing staffing levels;
G. Establishing qualifications for employment;
H. Hiring, assigning of work to, determining layoff of and retaining employees;
I. Directing the work force;
J. Making, publishing, and enforcing personnel policies, rules and regulations, including a code of conduct; subject to RCW 41.56 if applicable;
K. Introducing new and improved methods, equipment, or facilities;
L. Contracting for goods and services as provided by the Supreme Court, state law, or Tacoma Municipal Code;
M. Disciplining, suspending, or terminating employees;
N. Selecting the in-court clerk (Bailiff), who will serve in that position at the sole discretion of that Judge; and
O. Taking any actions necessary in conditions of emergency, regardless of prior commitments, to carry out the mission of the Court.

Section 4.3 The Employer retains all customary rights, authorities, and prerogatives of management, except as expressly limited by the terms of this Agreement.

Article 5 - ENTIRE AGREEMENT

Section 5.1 This Agreement constitutes the sole and entire existing Agreement between the parties. Nothing in this Article shall preclude the parties during the term of this Agreement from voluntarily entering into amendments to the Agreement; nor shall the Court, the City and the Union be precluded from voluntarily entering into Letters of Agreement or Understanding concerning matters of contract administration.

Article 6 - SUBORDINATION OF AGREEMENT

Section 6.1 It is understood that the parties hereto are governed by the provisions of applicable State law, Washington State Court Rules, the City Charter and City Ordinances. The parties recognize that certain laws and rules apply to a judicial employer, including but not limited to General Rule 29, as now stated and as amended. When any provisions thereof are in conflict with or are different then the provisions of this Agreement, the provisions of said State law, Washington State Court Rules, City Charter, or City Ordinances are paramount and shall prevail.

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Article 7 – SAVINGS CLAUSE

Section 7.1 Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions remain in full force and effect.

Article 8 - LABOR MANAGEMENT COMMITTEE

Section 8.1 The Court, the City and the Union shall establish a Labor-Management Committee. This committee shall meet, if necessary, during the term of this Agreement to discuss matters of mutual concern.

Section 8.2 The Committee shall meet at the request of any party when the party believes there are matters that merit discussion. The party requesting the meeting shall chair the meeting.

Section 8.3 The Committee will include no more than two (2) representatives of the Court, no more than one (1) representative of the City's Labor Relations Office, no more than two (2) employee members and no more than one (1) Union Business Representative. Any party may request to bring additional members based upon the meeting topic. Each party shall notify the other parties of their representatives. The Committee shall establish its own rules of procedure.

Section 8.4 Not less than one (1) week before the meeting of the Committee is scheduled, each party shall advise the other parties in writing of matters which the party wishes to discuss.

Section 8.5 It is anticipated that meetings will be scheduled during the court recess and will not exceed one hour.

Article 9 – GRIEVANCE PROCESS

Section 9.1 It is the goal of the Court, the City and the Union to settle problems at the lowest possible level, in the least amount of time and in a cooperative and objective manner. The grievance must be reduced to writing and set forth the name of the Grievant, the facts, the specific section(s) of the Agreement which were allegedly violated and the specific remedy requested.

Section 9.2 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time and limitations, unless waived or extended by mutual agreement of the parties to the grievance.

Section 9.3 The formal grievance procedure shall be as follows:

Step 1: The complaint shall be presented to the Supervisor within ten (10) calendar days of the occurrence (written communication not required). The Supervisor shall respond within ten (10) calendar days after receiving the grievance.

Step 2: If the complaint is not resolved at Step 1, it shall be reduced to writing within thirty (30) calendar days of the alleged violation. The grievance, in written form, shall be

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presented to the Court Administrator with a copy to the City's Labor Relations Office. The Court Administrator shall, within ten (10) working days, render a decision in writing to the employee and Union.

Step 3: If the grievance is not resolved to the satisfaction of the grievant(s) within ten (10) working days of receipt of the Step 2 answer, the grievance shall be forwarded to the Presiding Judge with a copy to the City's Human Resources Department. The Presiding Judge shall meet with the Union Business Manager and/or the Union Representative and a representative of the City's Human Resources Department and/or the Labor Relations Office. The Presiding Judge shall, within ten (10) working days of this meeting, render a decision in writing to the employee and Union. Such decision shall be final and binding.

Section 9.4 Time limitations in this Article may be adjusted by mutual agreement in writing between the Union, the Court and/or the City. Failure by the non-grieving party to comply with any of the time limitations as provided in this Article shall constitute a right of the grieving party to proceed to the next step without waiting.

Section 9.5 Failure by the Union to pursue a grievance to the next step of the grievance procedure results in the last response being the final and binding conclusion of the grievance.

Article 10 - DISCIPLINE AND LAYOFF

Section 10.1 – Discipline The classification of Court Clerk (job code 43210) is appointive.

Employee performance management and discipline may include one or more of the following based upon the Judge's discretion:

- Performance management plans
- Admonishment;
- Written reprimand;
- Termination.

Appointive employees are at will and may be terminated at any time regardless of prior discipline.

Disciplinary action will not be taken in an arbitrary and capricious manner. This means that, in making decisions, the Court will exercise honest judgment and good faith. If an employee is to be discharged from employment, he/she shall be given a written statement of the reason for same and an opportunity to respond.

The employee shall be entitled to have a Union representative present at any meeting held with the Court to discuss/investigate potential disciplinary action.

The Court may place an employee on paid administrative leave pending an investigation.

The employee and the employee's Union representative, with the employee's authorization, shall have the right to inspect and request a copy of the contents of the personnel file(s) and any files used in the disciplinary process, maintained by the Court and/or the City.

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Disciplinary material shall be maintained in the official Court and Human Resources personnel files. No disciplinary document may be placed in the personnel file(s) without the employee having first been notified of said document and given a copy. The employee shall be required to sign a written reprimand or other disciplinary action acknowledging that they have read the contents of the document. An employee who disagrees with the content of any letter of reprimand added to the personnel file(s) shall have the opportunity to place a rebuttal statement in the personnel file(s).

A suspension or dismissal may be processed under the grievance procedure of the Agreement.

Section 10.2 – Layoff The Court may lay off employees due to budget restrictions. When the Court determines it is necessary for employee layoffs, the employees will be laid off based upon ability and qualifications to perform the job duties of Court Clerk. The Court shall consider work performance, experience, and skill.

When the above factors are equal, employees with the most recent date of hire will be laid off first.

Article 11 - STRIKES and LOCKOUTS

Section 11.1 It is recognized that the Court and the City are engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service during the term of this Agreement is imposed upon the Court, the City and the Union.

Section 11.2 The Union will not authorize a strike, work stoppage, or slowdown; and the Court and the City will not engage in a lockout during the term of this Agreement. The Union will take every reasonable means within its powers to induce employees engaged in strike, work stoppage, or slowdown, in violation of this Agreement, to return to work; but the Union, its officers, representatives, or affiliates shall not be held responsible for any strike, work stoppage, or slowdown which the Union, its officers, representatives, or affiliates have expressly forbidden or declared in violation hereof. Every attempt shall be made to settle all disputes or controversies arising under this Agreement under the grievance procedure provided for herein.

Article 12 – OUTSOURCING

Section 12.1 The Court and the City shall retain all rights, power and authority it had prior to entering into the Agreement, including but not limited to, the sole right to manage its operations and direct the workforce which specifically includes the right to determine whether and to what extent any work shall be performed by employees covered by this agreement. A minimum of ninety (90) days prior to outsourcing of bargaining unit work which results in a reduction of the workforce, the Court and the City will notify the Union in writing. Upon written request by the Union, the Court and the City will bargain the impacts of such changes of bargaining unit work pursuant to the requirements of RCW 41.56.

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Article 13 – NON-DISCRIMINATION

Section 13.1 The Court, the City, and the Union agree to comply with all of the laws of the United States, the State of Washington and the City of Tacoma regarding non-discrimination, harassment, equal employment opportunities, and disabilities.

Article 14 – SAFETY

Section 14.1 All state and local laws governing the health and safety of employees shall be observed. Safety rules as promulgated by the Department of Labor and Industries of the State of Washington, and as amended from time to time, are hereby adopted and incorporated as a part of this Agreement as if fully set forth herein.

Section 14.2 – Safety Meetings Management may schedule safety meetings as necessary. When required to attend safety meetings employees will be paid to attend.

Section 14.3 – Latex Gloves The Court will provide employees with disposable latex gloves for the purpose of handling contaminated or hazardous evidence or mail processing.

Article 15 – WORK RULES

Section 15.1 – Hours and Work Schedules The normal workweek for full-time employees will consist of five (5) consecutive eight (8) hour days, normally Monday through Friday, between the hours of 7:30 a.m. and 5:00 p.m. The normal hours for the In-custody Clerk shall be between the hours of 5:30 a.m. and 3:00 p.m.

The Union, the City and the Court will conduct labor management meetings to discuss the feasibility of piloting a 9/80 schedule.

The Court sets the work schedules for employees. The Court may assign employees to work different schedules based on work and service needs. Written work schedules showing work days and hours of work will be made accessible to employees. The Court may change work schedules with ten (10) working days notice to affected employees with less notice for emergency situations. A request for a temporary shift adjustment shall be at least five (5) working days in advance, and is subject to Court approval. The employee will be notified of the decision of the request within three (3) working days of the requested temporary shift adjustment.

Section 15.2 – Employee Requested Changes Employees may request a change in work schedule by completing the Court's Work Schedule Request Form. Such requests are subject to approval by the Court Administrator.

Section 15.3 – Breaks and Meal Periods Employees shall receive a fifteen (15) minute paid rest period at approximately the midpoint of every four (4) consecutive hours of time worked. Such rest periods shall be taken at times approved by their supervisor, but shall not be added to the normal lunch period nor taken at the end of the workday.

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An unpaid meal period shall be provided to employees who work more than five (5) consecutive hours in accordance with Washington State Law. Employees may request a work schedule with a thirty (30) minute or sixty (60) minute unpaid meal period, subject to the approval of the Court Administrator. The meal period will be provided not less than three (3) nor more than five (5) hours after beginning work.

Section 15.4 - Overtime An employee required to perform work outside his/her regularly scheduled shifts, on the sixth day or holidays as set forth in TMC Section 1.12.200 shall be compensated at one and one-half times (1-1/2) the straight time hourly rate and two (2) times the straight time hourly rate for all work performed on the seventh day. An employee called to perform overtime work shall be paid from the time he/she reports to work.

If overtime is required by the Court due to court proceedings the work will be considered authorized overtime.

Section 15.5 – Compensatory time At the employee's request and with the Court Administrator's approval, compensatory time may be substituted for cash payment at the appropriate overtime rate. Compensatory time may only be earned with prior approval from the Court Administrator. In no event shall an employee accrue more than 240 hours of compensatory time. All use of compensatory time shall be in compliance with the FLSA or qualify for its exemption. Any unused compensatory time will be paid out at the end of the year in which it is earned.

Section 15.6 – Fitness for Duty The parties recognize that employees have the responsibility to report to work fit for duty.

For non Mandatory Paid Sick Leave absences of three (3) days or more the employee may be required to submit an explanation of the reason for such absence. A statement by the attending physician attesting to the nature and seriousness of said injury or illness shall be required if requested by the Court.

For absences where an employee utilizing Mandatory Paid Sick Leave for more than three (3) consecutive days, the employee may be required to submit verification as to the reason for the absence.

Section 15.7 – Inclement Weather Unless the Court facility is closed for the entire day, employees are expected to report to work on time for their regular schedule. In the event the Court facility is closed for the entire day, employees will not be required to take personal time and will remain in a paid status for that day. Employees who are unable to report to work due to inclement weather shall take personal leave time (vacation or PTO) to remain in a paid status.

Section 15.8 – Use of Leave for Tardiness An employee who does not report to work on time shall use personal leave time to make up the difference.

Section 15.9 – Vacation/PTO Requests The granting of vacation requests will be done based upon the employee date of hire and the operational needs of the Court. Vacation/PTO request will only be honored if the requester had enough accrued time, at the time they are to begin the leave. Leave Without Pay (LWOP) will not be accepted in lieu of not having enough accrued time.

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Section 15.10 – Selection of Personnel When a Court Clerk position becomes available, the Court Administrator or designee will advertise the vacancy to existing Court Clerks in addition to posting the position to the public. An existing Court Clerk may submit a letter of interest and resume to the Court Administrator for consideration with all other applications.

Article 16 - UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION

Being mindful of the Court's individual and collective responsibilities under the Code of Judicial Conduct, and mindful of the importance of maintaining public confidence in the impartiality and integrity of the judicial branch of government, and specifically, that the Code of Judicial Conduct provides that Judges should require their staff and court officials subject to their direction and control to observe the standards of fidelity and diligence that apply to the Judges, therefore the Court hereby adopts the following:

Section 16.1 The use of the Court's records for personal use, or the unauthorized disclosure or use of confidential information may be unlawful and shall in all cases be prohibited.

Section 16.2 The use of third party records available through Court operated equipment shall be obtained only by authorized employees for official use.

A. Authorized employees shall not allow any unauthorized person to use or have access to their password.

B. Court employees shall not disclose confidential information to any unauthorized person and any questionable request should be referred to the applicable Judge or the Court Administrator.

Section 16.3 Court employees must maintain the highest degree of integrity and confidentially in obtaining, using and disseminating confidential information and third party records.

Section 16.4 The violation of any portion of this article may result in discipline up to and including termination. Unauthorized use or disclosure of confidential information may also result in prosecution under RCW Chapter 10.97.

Article 17 – BENEFITS

The parties are participants in a Joint Labor Agreement, through which they have determined the amount of and basic rules regarding vacation leave, holidays, sick leave, personal time off and other benefits. Provisions of the Joint Labor Agreement governing these benefits are attached in Appendix B which shall independently expire with the expiration of the Joint Labor Agreement. Appendix B shall be automatically updated and replaced in its entirety with any changes to the provisions of the Joint Labor Agreement during the term of this Agreement as long as both parties remain signatories to the Joint Labor Agreement. Should a party choose not to sign on to a future Joint Labor Agreement the provisions in Appendix B shall be "status quo" for the year following the expiration of the Joint Labor Agreement.

Items covered by Appendix B may be grieved through this Collective Bargaining Agreement, except those items challenging the interpretation or application of the Joint Labor Agreement

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provisions which may be grieved only through the grievance procedure included in the Joint Labor Agreement.

Section 17.1 – Vacation Vacation shall be as provided in Section 1.12.220 of the Tacoma Municipal Code (TMC) and the Joint Labor Agreement.

Section 17.2 – Sick Leave Sick allowance with pay shall be as provided in Section 1.12.230 of the Tacoma Municipal Code (TMC) and the Joint Labor Agreement.

Section 17.3 – Personal Time Off Personal Time Off (PTO) with pay shall be as provided for in Section 1.12.248 of the Tacoma Municipal Code. Employees hired after January 1, 2012 shall be enrolled in the PTO program. Any employee hired prior to the creation of this bargaining agreement who is enrolled in the vacation/sick leave plan shall retain their accruals and remain in vacation/sick leave plan as provided for below.

Section 17.4 – On-the-Job Injury On-the-job injury shall be as provided in Section 1.12.090 of the Official City Code and the Joint Labor Agreement.

Section 17.5 Medical, hospital, dental and long-term disability insurance shall be provided in Section 1.12.095 of the Official Code of the City of Tacoma and the Joint Labor Agreement.

Section 17.6 – Holidays Holidays shall be as provided in Section 1.12.200 of the Tacoma Municipal Code (TMC) and the Joint Labor Agreement.

Section 17.7 – Personal Time Off Employees may enroll in the Personal Time Off (PTO) program on a voluntary basis during the City's PTO open enrollment period. Personal Time Off (PTO) with pay shall be as provided for in Section 1.12.248 of the Tacoma Municipal Code.

Article 18 – WAGE SCALES

Section 18.1 All work performed shall be compensated for as provided in Chapter 1.12 of the Official Code of the City of Tacoma as now enacted or hereafter amended. Employees may request to have the Union present to advise on an overpayment of compensation. The Union will receive notification on all overcompensation instances.

Section 18.2 The wage scales found in Appendix A shall prevail for employees employed in the Court Clerk classification in the Court Clerks Unit.

Section 18.3 Step Increase Withholding – Per TMC 1.12.030, step increases may be withheld by the Court for unsatisfactory service. Following the withholding of a step increase the Court will identify a date on which the employee will be reviewed for step increase consideration. Withholding of a step increase shall not affect the employee's step anniversary date.

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EXECUTED THIS 8th DAY OF AUGUST ,2019.

City of Tacoma	Tacoma Municipal Court	Local 483, IBEW, Court Clerks Unit
Dylan Carlson Senior Labor Relations Manage	David B. Ladenburg Presiding Judge	Alice Phillips Business Manager 7/29/2019

Andy Cherullo
Finance Director

Elizabeth Pauli
City Manager

Approved as to form:

~~Deputy~~ City Attorney

Attest:

8-8-2019
City Clerk

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APPENDIX A

Wages
Effective January 1, 2019, wages shall be increased by two (2%) percent.

Effective January 1, 2019, the wage scale will have one additional step added at the customary 5% increment. In addition, effective January 1, 2019, the bottom step will be eliminated.

Due to this restructuring of the wage scale, employees who were at Step 6 on December 31, 2018 and who were not eligible to receive additional step increases shall be compensated at Step 6 of the new wage scale. All other employees will be moved to the step of the wage scale that provides them with a wage increase closest to their current rate of pay and will be eligible for step increases based on their regular eligibility dates. Employees hired prior to November 1, 2019 who would otherwise be eligible to receive an initial step increase after six (6) months of employment shall forgo such initial step increase and will be eligible to receive a step increase at their following eligibility period (eighteen months after date of hire).

The 2019 wage scale will be as follows:

Code		Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
43210	A	Court Clerk	22.24	23.35	24.52	25.74	27.03	28.38

Effective January 1, 2020, wages shall be increased by two percent (2%).

Effective January 1, 2021, wages shall be increased by two percent (2%).

Longevity
Effective February 11, 2013, employees in the classification of Court Clerk shall receive longevity pay as follows:

1% of base pay with 5 through 9 years of aggregate service.
2% of base pay with 10 through 14 years of aggregate service.
3% of base pay with 15 through 19 years of aggregate service.
4% of base pay with 20 or more years of aggregate service.

One Time PTO Conversion to Vacation/Sick:
Employees hired into the Court Clerk classification prior to January 1, 2012 may elect, on a one-time basis only, to covert to the vacation/sick leave plan. Personal Time Off (PTO) may be converted to vacation leave at the rate of 1:1 hour up to a maximum amount of two (2) years' accrual. PTO may be converted to sick leave at the rate of 1:3 hours with no limitations. Such election will be made within six (6) months of ratification of the successor bargaining agreement and no PTO balance will be maintained.

Application of Rates:
Bailiff Pay - An application of rate of two percent (2%) shall be paid to a Court Clerk working as a bailiff in an assigned court room. This application of rate is assigned and removed at the Court's and/or Judges' discretion. This application of rate will be paid for hours worked and shall not apply to any paid leave time. This application of rate will apply only when a Court Clerk

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has been fully trained in the Judge's discretion and the Court Clerk is independently assuming the full bailiff responsibilities in a courtroom.

Bilingual Pay – An application of rate of two percent (2%) shall be paid to a Court Clerk who is certified in an approved language and acts as a foreign language interpreter, as assigned. This application of rate will be paid for hours worked and shall not apply to any paid leave time.

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APPENDIX B

This Appendix expires independently from the Collective Bargaining Agreement to which it is attached. The following text is contained in the Joint Labor Agreement for the period 2019:

3.4 Payroll Deduction.

3.4.1 Union Dues. As evidence of its recognition of employee membership in unions and organizations affiliated with the Joint Labor Committee and other bona fide unions and employees organizations and professional societies, the City of Tacoma agrees that upon written authority given to it by any member of the Union or other representative organization, it will deduct from the wages payable by the employer to such member, in the manner provided by law, such amounts as such member shall authorize, as dues to the organization, and transmit such dues to the organization. The City shall be given one full pay period advance notice of all dues changes. There shall be no retroactive deduction of dues.

3.4.2 Voluntary Contribution to Labor Funds, Committees or Subsidiary Organizations. The City will deduct from the pay of each employee, each month, the amount the employee wishes to voluntarily contribute to a fund, committee or subsidiary organization maintained or established by a labor organization; provided that the employee has submitted a written original authorization form signed by the employee to the City's Payroll Department, and further provided that a minimum of twenty-five (25) employees have authorized a contribution to the same fund, committee or organization. The first deduction will take effect at the end of the month following the City's receipt of sufficient authorization forms. The deduction will occur once per month on the second pay period of the month.

ARTICLE 6 - ENUMERATION OF BENEFITS

6.1. Domestic Partners. The City will make available to domestic partners benefits, including insurance, paid leave and statutory Family and Medical Leave, on the same basis that those benefits are provided to employee spouses. Domestic partners will be recognized if the domestic partnership is registered with or recognized by the State of Washington pursuant to RCW 26.60; provided, that the City will continue to recognize domestic partnerships on file with the City as of December 31, 2016, until the participating employee's separation from employment or dissolution of the domestic partnership, whichever occurs first.

6.2. Medical Insurance. The City of Tacoma and the Joint Labor Committee have negotiated and put in effect medical insurance programs which will continue in effect for the duration of this Agreement. During the term of this Agreement, the City will provide medical insurance to employees and their eligible dependents through the plans described in Appendix A.

6.2.1 Eligibility. Permanent, project, appointive, and temporary pending exam employees and their dependents are eligible for coverage beginning on the first day of the calendar month following the date of hire, unless the date of hire is also the first working day of the calendar month, in which case benefits eligibility begins on the date of hire. All other temporary employees and their

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dependents are eligible for coverage beginning on the first day of the calendar month following 60 days of continuous employment from the date of hire.

6.2.2 **Default Options.** If permanent, project, appointive and temporary pending exam employees fail to enroll or waive medical coverage within the required enrollment period, the employee will be enrolled automatically in the City's default medical plan. The default plan shall be the Regence BlueShield PPO Plan. If a temporary employee fails to timely enroll or waive coverage, the employee will be determined to have waived coverage, until such time as they enroll pursuant to a qualifying life event or an open enrollment period.

6.2.3 **City Payment of Claims/Premiums.** Except as provided below, the City will pay the claims or premiums (according to the plan selected by the employee) associated with the medical insurance selected by the employee and eligible dependents from the City's Health Care Trust. The City will not use reserve funds for purposes other than paying costs associated with the maintenance and administration of its health insurance plans without the express negotiation and consent of the Joint Labor Committee.

6.2.4 **Employee Contributions to Premiums.** Employees selecting employee-only coverage will contribute $40 per month towards the premium costs of medical insurance. Employees insuring dependents will contribute $80 per month towards the premium costs of medical insurance. In addition to these amounts, part-time employees will be responsible for the remainder of the premium cost of the plan they have selected after the City has made a prorated contribution toward the cost of the plan based on the percentage that the part-time employee's FTE actual hours compensated in the previous month bears to full-time (40 hours per week). Employees will be eligible for benefits based on assigned work schedule. The work schedule shall be determined monthly, for pay periods in the upcoming month. Such schedules will be rounded up to the nearest four (4) hour increment.

6.2.5 **Wellness Credit.** Employees participating in wellness will receive a $20 per month credit toward their premium contribution for medical insurance coverage under the Regence PPO Plan or Kaiser Permanente HMO Plan, or a $40 per month credit toward their premium contribution for coverage under the Regence HDHP/HSA Plan. Employees in a temporary status are not eligible to receive the credit.

6.2.6 **Contributions to HSA Accounts.** Employees who select the Regence HDHP/HSA Plan will receive the following annual contributions to a health savings account. Contributions will be deposited on a monthly basis. Employees may contribute to their own accounts up to the maximum dollar value permitted by applicable law.

a. Employees Who Participate in Wellness – $1250 per year for employees selecting employee-only coverage; $2500 per year for employees insuring one or more dependents.

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b. Employees Who Do Not Participate in Wellness – $500 per year for employees selecting employee-only coverage; $1000 per year for employees insuring one or more dependents.

6.3 **Dental and Vision Insurance.** The City will provide dental and vision insurance to employees and eligible dependents according to the terms of its insurance plans. The City will not make changes to its dental or vision insurance plans during the term of this Agreement without first bargaining with the Joint Labor Committee. The City will pay the full premium cost for dental and vision insurance for employees and eligible dependents.

6.4 **Dual Coverage.** No City employee or eligible dependent may be insured under more than one City medical, dental, or vision insurance plan. Employees whose spouses/domestic partners/children up to age 26 are eligible for medical insurance benefits through the City will share the costs of insurance as follows:

6.4.1 Employees Choosing the Same Plan – One spouse/domestic partner will be placed on the other's medical, dental, or vision insurance, and the primary spouse/domestic partner will pay the appropriate premium cost for family coverage.

6.4.2 Employees Choosing Different Plans – If spouses/domestic partners elect coverage under different plans, they may not provide coverage to their spouse/domestic partner on their medical, dental, or vision insurance plan. Each employee will pay the appropriate cost share (individual or family) depending on whether they include children on their plan.

6.4.3. Children up to Age 26 – Benefit-eligible employees whose parents are City employees must elect coverage in their name (paying the applicable premium contribution) or coverage as a dependent on their parent's plan (with no premium contribution), but may not receive coverage under two medical, dental or vision insurance plans.

6.5 **Opt Out With Proof of Insurance.** Subject to any applicable legal restrictions imposed by the Employer's medical, dental and vision insurance providers, full-time and part-time employees may choose to opt out of the Employer provided medical, dental and/or vision insurance. To be eligible to opt out of the medical, dental and/or vision insurance, full-time permanent, project, appointive, and temporary pending exam employees shall be required to: (i) provide the Employer with written proof of alternative medical, dental and vision insurance coverage; and (ii) notify the Employer in writing within thirty-one (31) calendar days if he/she should lose their alternative medical, dental and vision coverage.

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

6.6.1 Full-time employees shall accrue vacation leave hours for each biweekly pay period pursuant to the following schedule:

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Completed Years of Aggregate Service	Accrued Hours per Pay Period	Hours of Vacation Leave
Completion of years 0, 1, 2, 3	3.69	96
Completion of years 4, 5, 6, 7	4.60	120
Completion of years 8, 9, 10, 11, 12, 13	5.22	136
Completion of years 14, 15, 16, 17, 18	6.14	160
Completion of 19 years	6.45	168
Completion of 20 years	6.76	176
Completion of 21 years	7.07	184
Completion of 22 years	7.38	192
Completion of 23 years	7.69	200
Completion of 24 years	8.00	208
Completion of 25 years	8.31	216
Completion of 26 years	8.62	224
Completion of 27 years	8.93	232
Completion of 28 years or more	9.24	240

Employees vacation accrual rates shall be established as of January 1 of each calendar year and shall be based on the rate applicable to the number of years of aggregate service the employee will complete within that calendar year.

6.6.2 Part time employees will accrue vacation on a pro-rated basis according to the percentage their FTE bears to full-time

6.6.3 Employees accrue vacation in each pay period in which they are in a paid status. An eligible employee shall accrue vacation based on the above schedule beginning from the date of their appointment.

6.6.4 Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual at the employee's then-current accrual rate

6.6.5 Vacation leave may not be taken without the prior approval of the appointing authority and may not be taken in the pay period in which it was earned. Vacation leave shall be scheduled so as to meet the operating requirements of the City and, as far as practicable, the preferences of the employees. Authorized vacation time may be used in increments of one tenth (1/10) of an hour.

6.6.6 For the purposes of this Section, permanent employees of the Municipal Belt Line Railway who are assigned to the extra board will be considered as full-time employees.

6.7 Sick allowance with pay shall be as provided in Section 1.12.230 - 1.12.232 of the Tacoma Municipal Code. This section provides in part the following:

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6.7.1 Each regularly employed full-time employee, including temporary employees, shall accrue sick leave at the rate of 3.69 hours for each biweekly pay period in which he or she has been in a paid status. There is no limit to the number of sick leave days an employee may accrue. Part-time employees shall accrue sick leave on a prorated basis according to the percentage their FTE bears to full-time.

6.7.2 An employee separated from service due to death or retirement for disability or length of service is compensated to the extent of twenty five percent (25%) of his/her sick leave accruals. An employee separated in good standing from service for any other reason who has a minimum of ten (10) days accrual, is compensated to the extent of ten percent (10%) of his/her sick leave accruals, up to a maximum accrual of one hundred twenty (120) days.

6.7.3 Permissible uses of sick leave are described in Tacoma Municipal Code Sections 1.12.230 – 1.12.232.

6.8 Personal Time Off shall be as provided in Section 1.12.248 of the Tacoma Municipal Code. This section provides in part for the following:

6.8.1 Employees enrolled in the Personal Time Off (PTO) Plan shall accrue PTO hours for each bi-weekly pay period pursuant to the following schedule. Employees receive PTO in lieu of vacation and sick leave

Completed Years of Aggregate Service	Hours per Year	Hours per Pay Period
Completion of years 0, 1, 2, 3	144	5.54
Completion of years 4, 5, 6, 7	168	6.46
Completion of years 8, 9, 10, 11, 12, 13	184	7.08
Completion of years 14, 15, 16, 17, 18	208	8.00
Completion 19 years	216	8.31
Completion of 20 years	224	8.62
Completion of 21 years	232	8.92
Completion of 22 years	240	9.23
Completion of 23 years	248	9.54
Completion of 24 years	256	9.85
Completion of 25 years	264	10.15
Completion of 26 years	272	10.46
Completion of 27 years	280	10.77
Completion of 28 years or more	288	11.08

6.8.2 Employees shall accrue PTO on a prorated basis according to the percentage their FTE bears to full-time. Employees' PTO accrual rates shall be established as of January 1 of each calendar year and shall be based on the rate applicable to the number of years of aggregate service the employee will complete within that calendar year. An employee may accrue a maximum of 960 hours of PTO.

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6.9 On-the-job injury shall be as provided in Section 1.12.090 of the Tacoma Municipal Code. That section provides in part:

6.9.1 In the case of a disability covered by State Industrial Insurance or Worker Compensation, the first three (3) calendar days shall be paid at the regular normal pay and charged to earned leave, in the event the time loss is less than fifteen (15) calendar days.

6.9.2 For one-hundred-twenty (120) working days, the City will pay a supplement payment such that State payment plus City supplement equals eighty-five percent (85%) of regular normal pay.

6.9.3 Pursuant to Ordinance 27753, adopted November 18, 2008, after the payment and use of the one hundred twenty (120) working days, the employee may request to use accumulated sick leave and/or planned time off (PTO) balances to supplement the time loss pay such that the combination of the supplement and the time loss pay equals eighty-five percent (85%) of the employee's normal wage (the employee's rate at the time of injury plus any longevity pay to which the employee is eligible). If the employee elects to use paid sick leave and/or PTO the election will continue until such balances are exhausted or until the employee returns to work. Hours deductions from the employee's PTO or sick leave balances shall be determined by dividing the supplement by the employee's regular hourly wage. Example: Assume a supplement amount of $596 dollars is necessary to bring the total to 85%. If the employee's regular wage is assumed to be $23.84, the deduction from sick leave and/or PTO would be $596/$23.84=25 hours.

6.9.4 Any employee who becomes disabled prior to completing thirty (30) working days' employment with the City, shall receive the compensation disability allowance for a maximum of thirty (30) working days.

6.9.5 The above does not apply to Police and Fire commissioned hired prior to October 1, 1977, however, such employees shall have on-the-job injury claims charged against their sick leave accruals in the same manner as other employees of the City.

6.9.6 For the purposes of this Section, regular normal pay shall be that rate of the classification in which he/she was working in on the date of injury.

6.10 Group Life Insurance shall be as provided in Section 1.12.096 of the Tacoma Municipal Code. The City will pay one hundred percent (100%) of the cost of premiums for those employees electing to participate. The amount of insurance an employee may purchase is based on his/her annual salary rounded to the next highest $1,000 of coverage.

6.11 Longevity pay may be provided to employees of member unions pursuant to the terms of Ordinance 20938, which reads in part as follows:

6.11.1 Regular, probationary, and appointive employees who through union agreement have elected the option of longevity pay shall receive additional compensation based on a percentage of their base rate of pay received for

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the class in which they are currently being paid. No application of rate may be used in computing longevity pay.

6.11.2 Eligible employees shall receive longevity pay in accordance with the following schedule:

From 5 through 9 years aggregate service	1% per month
From 10 through 14 years aggregate service	2% per month
From 15 through 19 years aggregate service	3% per month
20 years or more aggregate service	4% per month

6.11.3 Eligibility for longevity pay shall be determined by the length of aggregate City service and will be paid to an employee at the first of the calendar year in which any of the above stipulated periods of aggregate service will be completed.

6.12 Holidays shall be as provided in Section 1.12.200 of the Tacoma Municipal Code. This section provides in part that the following and such other days as the City Council, by resolution, may fix, are holidays for all regularly employed full-time employees of the City and shall be granted to employees or days off in lieu thereof.

New Year's Day (January 1)

Martin Luther King Day (third Monday in January)

Presidents' Day (third Monday in February)

Memorial Day (last Monday in May)

Fourth of July

Labor Day (first Monday in September)

Veterans' Day (November 11)

Thanksgiving Day (fourth Thursday in November)

The day immediately following Thanksgiving Day

Christmas Day (December 25)

6.12.1 A full-time employee shall receive eight (8) hours of holiday pay for each holiday listed above, provided he/she is in a paid status on both the entire regularly scheduled workday immediately preceding the holiday and the entire regularly scheduled workday following the holiday.

6.12.2 In addition to the days listed above, eligible employees shall receive two (2) additional eight (8) hour paid floating holidays per calendar year for which

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time off shall be mandatory. Floating holidays may not be carried over from one calendar year to the next, and may not be converted to cash in any circumstances. To be eligible for these floating holidays, employees must have been or scheduled to be continuously employed by the City for four (4) months as a full-time or part-time regular, probationary, or appointive employee during the calendar year of entitlement. An employee hired into a part time status shall receive holiday pay on a prorated basis on the hours that he/she is hired to work.

6.12.3 Full time employees working alternate schedules who are normally scheduled to work more than eight (8) hours on a day observed as a holiday may use vacation leave, personal time off, compensatory time, or leave without pay at the employee's option to make up the difference between the employee's normally scheduled shift and the eight (8) hours of holiday pay.

6.12.4 **Unpaid Holidays.** Employees will be granted two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The employee will select the days on which to take the unpaid holiday(s) after consultation with his or her supervisor as provided by City policy. To the extent reasonably possible, employees should submit leave requests with at least thirty (30) calendar days' notice. Employees may elect to use accrued vacation leave, PTO, compensatory time or floating holidays to remain in paid status on a requested holiday to the extent that such leave is available on the requested date under applicable policies, procedures and/or collective bargaining agreements governing the use of paid leave. An unpaid holiday requested pursuant to City policy will not be denied unless the employee's absence would impose an undue hardship on the City, as defined by applicable rule or regulation.

6.13 The City shall contribute up to $3.00 per month for long term disability coverage for all permanent non-commissioned City employees.

6.14 The City will maintain an Internal Revenue Service Code Section 125 flexible benefits plan. The City shall pay the monthly per participant administrative fee. Employees cannot utilize this plan for Long Term Disability premium payments. Employees who participate in the City medical plan will be eligible to participate in the Section 125 flexible benefits plan. The maximum annual allowable employee contribution for medical reimbursement shall be based on IRS regulations. At the end of each year any unspent monies in employee flexible benefits accounts will revert to the Labor/Management Health Care Trust Account.

6.15 **Wellness**

6.15.1 **Wellness Committee.** The parties will maintain a Labor Management Health Care Committee (aka Wellness Committee) during the term of the Agreement to discuss and address issues regarding the City's insurance programs and wellness program. The Wellness Committee will be comprised of four (4) City and four (4) Labor representatives. The Committee will:

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a. Develop monthly or bimonthly newsletters to help educate and encourage the City employees.

b. Review all Health Trust Fund/Flex Account balances monthly.

c. Review experience reports monthly.

6.15.2 Wellness Funds. The City and Tacoma Joint Labor Committee will establish a budget amount to fund activities associated with its Wellness Program using the Health Care Flex Account. Expenditures of such budgeted funds will be reviewed and approved by the Wellness Committee.

6.15.3 Participation. To receive the benefits associated with participating during each year of the Agreement, employees must complete participation requirements established by the Wellness Committee.

6.16 The City will amend its FMLA policy to remove the requirement that parents of a newborn, newly adopted or newly placed foster child share a combined twelve (12) weeks of family medical leave to care for the new child. The revised policy will permit each parent to use up to twelve (12) weeks of available family medical leave for the care of a healthy newborn or placement of an adopted or foster child, provided that the City may require the parents to stagger their use of leave if granting leave to both simultaneously will unduly disrupt City operations.

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Letter of Understanding
By and Between
Tacoma Municipal Court and
City of Tacoma and
International Brotherhood of Electrical Workers, Local 483
Court Clerk Unit

Subject: Traffic Camera Ticket Processing
June 15, 2015

The Tacoma Municipal Court and City of Tacoma and IBEW Local 483 Court Clerk Unit, hereby enter into this Letter of Understanding which shall be attached to the collective bargaining agreement and incorporated as though fully set forth.

The Parties agree to the following:

1. The function of processing traffic camera citations shall be added to the classification of Court Clerks.

2. Court management reserves the right to perform the duties of traffic camera citation processing, as needed.

This Letter of Understanding may be opened for potential modification by either party with thirty days' notice to the other party.

Executed this 30th day of June, 2015.

Original signed by:

Elizabeth Verhey, Presiding Judge, Tacoma Municipal Court
Joy St. Germain, Human Resources Director, City of Tacoma
Alice Phillips, Business Manager, IBEW Local 483

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