

**Letter of Understanding
By and Between
City of Tacoma and
Tacoma Police Union
Local #6 I.U.P.A.**

Subject: Addressing Impacts to Union Dues and Fees

The City of Tacoma and Tacoma Police Union, Local #6 I.U.P.A., hereby enter into this Letter of Understanding for the purpose of addressing the impacts of HB1575 and recent changes to RCW 41.56 related to union dues and fees.

Background:

In March 2019 the parties signed a Letter of Understanding (“LOU”) entitled “Addressing Impacts to Union Dues, Fees, and Long Term Disability.” Effective July 28, 2019, Washington State’s Public Employees’ Collective Bargaining Act, RCW 41.56, changed some requirements related to the authorization for deduction of union dues and fees.

The parties wish to update the March 2019 LOU and comply with the amendments to RCW 41.56 with the least possible disruption to the status quo.

Agreement:

Now, therefore, the City and Union hereby agree that Article 3 of the 2017-2019 Collective Bargaining Agreement will be replaced in its entirety to read:

ARTICLE 3 – UNION MEMBERSHIP AND DUES

Section 3.1 The City agrees to deduct from the pay of each employee, who has so authorized it, Union initiation fees, monthly dues, and assessments as certified by the secretary of the Union. The City will rely on information provided by the Union regarding the authorization and revocation of deductions, and the Union will provide such information to an email address provided by the City. Upon receiving notice of the employee’s authorization from the Union, the City will deduct from the employee’s pay membership dues and remit the same to the Union no later than the second payroll cycle following receipt of the authorization. The amounts deducted shall be remitted monthly by the City to the Union on behalf of the employees identified by the Union as authorizing the deduction(s). The Union shall provide the City with at least one full pay period notice of any change in the amount of Union initiation fees, monthly dues, and assessments. The Union agrees to refund to the City any amounts paid to the Union in error on account of the provisions of this Section upon presentation of proper evidence thereof. There shall be no retroactive deduction of Union initiation fees, monthly dues, or assessments. The Union agrees to indemnify and hold harmless the City from any action arising from this Section, unless caused by the City’s error or negligence.

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

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

Section 3.2 The City will provide Union access to new employees entering the bargaining unit prior to field training. The City will allow the Union at least thirty (30) minutes to meet with such individuals during work hours and at their usual worksite or a mutually agreed upon location.

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 Local #6 I.U.P.A.

For City of Tacoma

Chris Tracy Date
President, I.U.P.A. Local #6

Dylan Carlson Date
Senior Labor Relations Manager

Elizabeth Pauli Date
City Manager

Approved as to form:

Cheryl Comer Date
Deputy City Attorney