

LETTER OF AGREEMENT

CITY OF TACOMA

and the

IBEW, LOCAL 483 – WATER POLLUTION CONTROL UNIT

Effective Date: _____

Subject: Fatigue Time Pilot Program for non-Operations Bargaining Unit employees.

The City of Tacoma (“City”) and IBEW, Local 483 – Water Pollution Control Unit (“Union”), (collectively, the “Parties”), enter into this Letter of Agreement (“LOA”).

Background

The Parties’ 2020-2022 collective bargaining agreement (“CBA”) contains a provision in Section 13.7.B, regarding Fatigue Time for non-operations employees in the Bargaining Unit. That provision states:

- “Employees who have worked overtime that ends less than eight (8) hours prior to the start of their regular shift shall be allowed to use accrued compensatory time, sick leave, vacation or PTO leave for a maximum of an eight (8) hour rest break, if desired, before returning to their regular shift.”

During the collective bargaining of a successor CBA (2023-2025), the Parties identified a mutual interest to explore modified fatigue time language that would better fit the technical, short duration overtime work typically performed by employees in the classifications identified in Section 1, below, to better ensure:

- a. Adequate rest for employees performing overtime work during key rest hours in the early morning (between midnight and 4:00 a.m.), before returning to work for their regular shift, improving overall safety and productivity.
- b. The continuous, efficient operation of the WWTP and the SW Facility.
- c. The environmental safety of the surrounding environment (e.g., Puget Sound, City property, personal property, etc.) that the WWTP and SW Facility were designed to protect.

As a result of those discussions during the collective bargaining process, the Parties have agreed to a trial program (“Pilot Program”).

Agreement Terms

The Parties agree to the following terms and conditions for the Pilot Program.

1. This LOA exclusively applies to employees in the following classifications:
 - WWTP Electrician/Instrumentation Technician
 - Environmental Systems Technician

- Environmental Systems Technician +10%
 - Landfill Gas Systems Operator
 - Biosolids Coordinator
2. For the purposes of this LOA, the Parties have agreed to the language below (“Pilot Language”) for the Pilot Program.
- “Non-operations employees who are called out and work three (3) or more hours (including travel time) of overtime between midnight (12:00 a.m.) and four a.m. (4:00 a.m.), except the night before a day-off shift, will be provided up to one-half (1/2) of their regular shift (not to exceed five (5) hours) of rest time during the first half (1/2) of their regular shift, paid at the straight-time rate. With supervisor approval, the employee may take the remaining balance of their regular shift off, using accrued PTO, vacation, sick leave, or compensatory time to cover that balance.”
3. The Pilot Program will commence at the start of the first pay period following signature of all signatories listed below.
4. During the Pilot Program:
- a. The Pilot Language will supersede language in Section 13.7.B of the CBA.
 - b. The Pilot Language may be modified by the Parties by written mutual agreement.
 - c. The Parties will meet as needed to assess the implementation of the Pilot Language.
 - d. The Parties agree to promptly notify each other if any issues are identified with the Pilot Language, and further agree to collaboratively address such issues in good faith. If the identified issues cannot be resolved through good faith negotiation, the moving party may provide thirty (30) day advance notice in writing to the other party, to terminate the Pilot Program and return to existing CBA language.
 - e. The Pilot Program will be effective through December 31, 2025. After December 31, 2025, the Parties may agree to extend the Pilot Program, or to replace the existing language in Section 13.7.B with the Pilot Language as may be modified during the Pilot Program by mutual agreement.
5. This LOA has been created for a specific set of issues that arose during collective bargaining, and is not to be used as precedent for future collective bargaining between the Parties, or other contracts for any other divisions, or departments of the City, or any other Union.

For the City of Tacoma:

For IBEW 483 – Water Pollution Control

Elizabeth Pauli
City Manager

Date

Byron Allen
Business Manager

Date

Mike Slevin
Director, Environmental Services

Date

Dylan Carlson
Division Manager, Labor Relations

Approved as to Form:

Cheryl Comer
Deputy City Attorney