

**Letter of Agreement  
By and Between  
CITY OF TACOMA  
and  
LOCAL NUMBER 120 OF THE WASHINGTON STATE COUNCIL OF COUNTY AND  
CITY EMPLOYEES, AFSCME, AFL-CIO**

**Subject: Addressing Impacts to Union Membership and Dues**

The City of Tacoma and Local 120 hereby enter into this Letter of Understanding for the purpose of addressing the impacts of the *Janus v. AFSCME Council 31* court case.

Agreement:

Now, therefore, the Local 120 and the City of Tacoma hereby agree that Article 4 of the 2017-2019 Collective Bargaining Agreement will be replaced in its entirety to read:

**ARTICLE 4 – UNION MEMBERSHIP AND DUES**

**Section 4.1** The City agrees to deduct from the paycheck of each employee, who has so authorized it, the initiation fees, monthly dues, and assessments uniformly required of members of the Union. An employee may, on written request, also have deducted from their pay such other items as may be mutually agreed between the Union and the City. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. New Employees' initiation fee may be incrementally deducted as specified in the authorization. Union payroll deduction authorization cards submitted to the City and received by the payroll office will have deductions beginning no later than the second payroll cycle following receipt of the authorization card. The City will honor the terms and conditions of each employee's duly executed payroll deduction authorization card irrespective of the employee's membership status. 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 dues.

Upon receipt of a new, original payroll deduction authorization, the City will make a copy available to the Union electronically within two weeks.

**Section 4.2** Employees may cancel their payroll deduction by written notice to the City and the Union in accordance with the terms and conditions of their duly executed payroll deduction authorization card. The cancellation will become effective no later than the second payroll cycle after receipt of the confirmation from the Union that the terms of the employee's duly executed payroll deduction authorization card regarding cancellation have been met.

**Section 4.3** The Union agrees to indemnify and save the City harmless from any and all claims, demands, suits or other forms of liability that arise against the City for or on account of compliance with this Article and any and all issues related to the deduction of dues and fees. In all such cases, the City's reasonable attorney's fees will be paid by the Union. If requested by the Union in writing, the City will surrender any such claim, demand or suit or other form of liability ("Claim") to the Union for defense and resolution. The Union shall not concede, settle, compromise, or resolve any Claim without the prior written approval of the City.

