

**LETTER OF AGREEMENT**  
**Between**  
**City of Tacoma**  
**and**  
**International Brotherhood of Electrical Workers, Local 483**  
**And**  
**AFSCME Local Number 120**  
**Subject: Click! Retention Incentive**  
**Date: \_\_\_\_\_**

This Letter of Agreement (LOA) is by and between the City of Tacoma (City and/or Employer), and the IBEW Local 483 and AFSCME Local 120, herein referred to as “the Parties”.

The LOA describes the Parties’ agreement regarding the parameters of a retention incentive program for employees whose employment is considered essential for the continued operations of Click!.

**Background**

The City is exploring new avenues and how to continue providing service to Click! customers, including the potential of contracting out many functions of current Click! operating staff. As Click! continues to provide service until decisions are reached, the parties recognize that certain employees and/or positions are considered “essential” to continue operations. As recognition of this, the Parties have agreed to the following as compensation for a retention incentive for specifically identified employees.

**Agreement**

1. Essential Employees Defined: The Parties agree to incentivize the retention of employees that are deemed essential by management, at its sole discretion, to the continued operation of Click! These essential employees are listed on “Exhibit A” to this LOA. Only employees identified as “essential” may qualify for the retention incentive under the terms of this LOA.
2. Timeline for Payment: Upon completion of their time as deemed “essential” by the Director of Tacoma Public Utilities, *or* until Click! ceases operations as a City-owned entity, *or* until the City Council and Public Utilities Board adopt a resolution to end the pursuit of a public-private partnership agreement, whichever is first, “essential” employees shall receive a one-time lump sum payment of fifteen thousand dollars (\$15,000) in compensation for their successful contribution to the transition of Click! operations. The parties recognize that the successful completion of an employee’s time as deemed “essential” may differ between employees based upon the business needs of the Click! organization. Accepting this incentive shall not prohibit employment at the City in another capacity after



\_\_\_\_\_  
Andy Cherullo                      Date  
Finance Director

Approved as to form:

\_\_\_\_\_  
Paul Goulding,                      Date  
Deputy City Attorney

“Exhibit A” to Click! Employees Retention Incentive Letter of Agreement

Click! Network Essential Personnel (Represented) Updated for 2/7/19

| <b>First</b> | <b>Last</b> | <b>Bargaining Unit</b> | <b>Classification</b>               |
|--------------|-------------|------------------------|-------------------------------------|
| Brenda       | Pence       | 483 Clerical           | Financial Assistant                 |
| Timothy      | Hogan       | 483 Click              | Telecom Network Tech +10%           |
| Matthew      | Roy         | 483 Click              | Network Oper Ctr Tech +10%          |
| Barbara      | Whitmore    | 483 Click              | Network Oper Ctr Tech +10%          |
| Dave         | Klock       | 483 Supervisors        | Telecommunications Supervisor, Asst |
| Patrick      | Jacobs      | 120 WSCCCE             | Broadband Services Technician, Lead |
| Hong         | Kim         | 120 WSCCCE             | Broadband Services Technician       |
| Theodore     | Van Tuyl    | 120 WSCCCE             | Broadband Services Technician, Lead |
| Robert       | Vance       | 120 WSCCCE             | Broadband Services Technician       |
| Derrek       | Whitfield   | 120 WSCCCE             | Converter Inventory Technician      |