LETTER OF AGREEMENT

Between

City of Tacoma

And

International Brotherhood of Electrical Workers, Local 483

Subject: Tacoma Signal & Streetlight Maintenance Employee Retention Incentive

This Letter of Agreement ("LOA") is by and between the City of Tacoma ("City"), IBEW Local 483 – Power Unit and IBEW Local 483 – Supervisors Unit (together, "the Parties").

The LOA describes the Parties' agreement regarding the parameters of a retention incentive program for employees who are currently, or will become retirement eligible during the term of this LOA, and whose employment is considered essential for the continued operations of the City's signal and streetlight infrastructure.

Background

The Tacoma Traffic Signal & Streetlight Section of Public Works ("TSSL Shop") maintains unique critical signal and streetlight infrastructure for the City. Journey level electricians ("Journey Electricians", see Definitions) in that group are typically trained internally through an apprenticeship program, and are critical to the maintenance of that infrastructure.

The TSSL Shop has 2 employees in the Senior Signal & Lighting Electrician classification that are currently eligible for retirement ("Retirement Eligible", see Definitions). By August 2025, another 3 employees (2 Signal & Lighting Electricians, and 1 Traffic Field Operations Supervisor) will become Retirement Eligible.

In addition, there are 5 Signal & Lighting Electrician Apprentices ("Apprentices") in the TSSL Shop. Two more Apprentices are anticipated to be hired in the spring of 2022. Apprentices must complete a 3 ½-year apprenticeship program and are typically paired with Journey Electricians (in a 1/1 ratio) who provides oversight in accordance with applicable Washington L&I apprenticeship regulations.

Four of the current Apprentices are anticipated to complete their apprenticeships between January-November 2023. One more Apprentice is anticipated to complete their apprenticeship in January 2025. The two, yet to be hired, Apprentices are anticipated to complete their apprenticeships in January 2026.

If the five Journey Electricians who are Retirement Eligible by August 2025 choose to retire on the date that they become Retirement Eligible, the overall effectiveness of the TSSL Shop will be reduced due to the required 1/1 Journey Electrician to Apprentice ratio. To address a potential shortfall of Journey Electricians required to maintain the signal and streetlight infrastructure, the City believes that an employee incentive retention plan should be offered to Journey Electricians that become Retirement Eligible by August 1, 2025.

Definitions

- 1. <u>Effective Date of Agreement:</u> The "Effective Date" of this LOA shall be the date it is fully executed by the Parties.
- 2. <u>Retirement Eligible:</u> For the purposes of this LOA, "Retirement Eligible" is defined as *eligible for* an unreduced retirement under TERS as described in Tacoma Municipal Code Section 1.30, no later than August 1, 2025, meeting at least one of the following criteria:
 - a. Age 60 or greater.
 - b. At least 30-years of service.
 - c. A combination of age and years of service that taken together equal 80 or more (the "rule of 80").
- 3. <u>Journey Electricians</u>: For the purposes of this LOA, eligible "Journey Electricians" shall be defined as employee(s) who have passed probation in the following classifications:
 - a. Traffic Field Operations Supervisor (CSC 5276), Local 483 Supervisors Unit
 - b. Signal & Lighting Electrician (CSC 5275), Local 483 Power Unit
 - c. Signal & Lighting Electrician, Senior (CSC 5274), Local 483 Power Unit
- 4. Retention Periods: For the purposes of this LOA, there shall be two Retention Periods:
 - a. "Period 1" will be the period from the Effective Date to July 31, 2024.
 - b. "Period 2" will be the period from the Effective Date to July 31, 2025.
- 5. <u>Term of Agreement:</u> The effective "Term of Agreement" of this LOA shall be from the Effective Date to the conclusion of Period 2, and the execution of the resulting Retention Incentive Payment to Eligible Employees.
- 6. <u>Eligible Employees</u>: For the purposes of this LOA, "Eligible Employees" shall meet all of the following criteria:
 - a. Continuously employed by the City in the TSSL Shop during the Term of Agreement.
 - b. Retirement Eligible (as defined in 2 above).
 - c. Continuously employed as Journey Electricians (defined in 3 above) from the Effective Date to the applicable Retention Period (defined in 4 above).
 - d. Identified in TABLE 1 in the APPENDIX of this LOA.
- 7. <u>Retention Incentive Payments:</u> For the purposes of this LOA, a "Retention Incentive Payment" shall be made if an Eligible Employee remains continuously employed from the Effective Date through an applicable Retention Period.

Agreement

The Parties agree to the following terms:

- 1. <u>Retention Payments:</u> Retention Incentive Payments will be made to Eligible Employees after the completion of an applicable Retention Period.
 - a) <u>Completion of Period 1:</u> An Eligible Employee continuously employed through Period 1 will receive:
 - i. A one-time lump sum Retention Incentive Payment of \$7,500.00, subject to taxes as required by state and federal law. Consistent with the TMC, lump sum payments are not considered in TERS contribution or benefit calculations.

- b) <u>Completion of Period 2:</u> An Eligible Employee who remains continuously employed through Period 2 will receive:
 - i. A one-time lump sum Retention Incentive Payment of \$15,000.00, subject to taxes as required by state and federal law. Consistent with the TMC, lump sum payments are not considered in TERS contribution or benefit calculations.
- 2. <u>Timeline for Payment</u>: After completion of an applicable Retention Period by an Eligible Employee, the Retention Incentive Payment shall be processed through the City's payroll system and paid on the Eligible Employee's next regular pay.
- 3. Eligibility for Retention Incentive Payments: An Eligible Employee must remain continuously employed through the applicable Retention Period to receive a Retention Incentive Payment. An otherwise Eligible Employee who voluntarily separates their employment with the City (including retirement), is terminated by the City (including but not limited to layoff, disciplinary action culminating in termination as per the TMC and applicable provisions of their Collective Bargaining Agreements), or takes a voluntary Leave of Absence prior to completion of an applicable Retention Period shall become ineligible for any Retention Incentive Payment. This shall not include time off for vacation, sick leave, FMLA, PFML or an on the job injury.

This LOA shall terminate after the conclusion of the Term of Agreement, and shall not establish precedent for the parties hereto, nor for any other collective bargaining units or departments of the City.

FOR THE CITY:	FOR THE UNION:
	alini A Pullypa 3/9/2022
Elizabeth Pauli Date	Alice Phillips Date
City Manager	Business Manager, IBEW Local 483
Shelby Fritz Date	
Human Resources Director	
Dylan Carlson Date	A
Senior Labor Relations Manager	Approved as to form:
	Cheryl Comer Date
	Deputy City Attorney

APPENDIX

TABLE 1 - TACOMA TRAFFIC SIGNAL & STREETLIGHT SECTION - EMPLOYEE RETENTION INCENTIVE PLAN				
Eligible Employees	Current Classification	Retirement Eligible Date	Eligible for Period 1 (7/31/2024) Retention Incentive Payment (\$7,500)	Eligible for Period 2 (7/31/2025) Retention Incentive Payment (\$15,000)
Dimond, James	Signal & Lighting Electrician, Senior	Currently Eligible	YES	YES
Ernsberger, Gregory	Signal & Lighting Electrician	Fcb-24	YES	YES
Rader, John	Signal & Lighting Electrician, Senior	Currently Eligible	YES	YES
Squire, Gregory	Signal & Lighting Electrician	Jul-25	YES	YES
Yotter, Glen	Traffic Field Operations Supervisor	Apr-24	YES	YES