



To: Elizabeth Pauli, City Manager

From: Katie Johnston, Budget Officer

Date: May 17, 2024

Subject: **Fiscal Impact - Local 483 Water Pollution Control LOA Fatigue Time Pilot Program for Non-Operations Bargaining Unit Employees**

Overview

The City of Tacoma and the Local 483 Water Pollution Control bargaining unit reached a tentative agreement for a Letter of Agreement (LOA) which includes a fatigue time pilot program for non-operations bargaining unit employees.

Background

During the collective bargaining of a successor Collective Bargaining Agreement (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 Wastewater Treatment Plant (WWTP) and the Solid Waste (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.

Agreement

As a result of discussions during the collective bargaining process, 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. The Pilot Language will supersede language in Section 13.7.B of the CBA.
 - “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.”



The Pilot Program will commence at the start of the first pay period following signature of all signatories listed on the LOA.

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.

Fiscal Impact

The fiscal impact cannot be estimated due to the unforeseen instances in which personnel will be asked to work three or more hours of overtime between midnight (12:00 a.m.) and four a.m. (4:00 a.m.), following a regular shift but excluding instances in which the employee is not working the following day. Since the historical data suggests that this agreement would take effect on an irregular basis, we expect the fiscal impact of the agreement to be minimal.

Funding for 2023-2024

The cost of the proposed agreement is not budgeted in the Adopted 2023-2024 Budget but will be included in the 2025-2026 Proposed Biennial Budget. The department will be responsible for adhering to its overall level of appropriation.

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