

2019-2021

AGREEMENT  
By and Between

The TACOMA MUNICIPAL COURT  
and

The CITY OF TACOMA  
and

LOCAL NO. 483  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

COURT CLERKS UNIT

**ORIGINAL**

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Local 483 International Brotherhood of Electrical Workers  
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2019-2021

Collective Bargaining Agreement

Between  
TACOMA MUNICIPAL COURT  
and  
CITY OF TACOMA  
and  
Local 483 International Brotherhood of Electrical Workers  
Court Clerks unit

PARTIES TO THE AGREEMENT & PREAMBLE

This Agreement is entered into by the Tacoma Municipal Court, hereinafter referred to as the "Court"; the City of Tacoma, hereinafter referred to as the "City"; and the Local 483, International Brotherhood of Electrical Workers, hereinafter referred to as the "Union," for the purpose of establishing all working conditions.

The parties to this agreement recognize that the Washington State Constitution, Article 4, Section 1 vests the judicial power of the state in a separate branch of government - the Judiciary. And further, the parties recognize that the Supreme Court of the State of Washington retains the power to regulate all court related functions, including administrative and personnel matters.

The Court and the City recognize the Union as the exclusive bargaining representative of all the Tacoma Municipal Court Clerks for the purpose of collective bargaining under this Agreement.

The Union and the Court recognize that the City shall be the exclusive bargaining agent for working conditions directly related to wage and wage-related benefits.

The Union and the City recognize that the Court shall be the exclusive bargaining agent for the purpose of establishing all working conditions, except for wage and wage-related benefits.

The Court and the Union have a common and sympathetic interest in municipal court services. Therefore, a working system and harmonious relations are essential to the relationship between the Court, the City, the Union and the public. All will benefit by continuous peace and by adjusting any differences by rational common sense methods. To these ends this Agreement is made.

Neither the Court nor the City shall be required to take any action under this Agreement which is in violation of federal, or state law, or the ordinances of the City of Tacoma.

The Union agrees that its members, who are employees of the Court and the City, will individually and collectively perform efficient work and service, and that they will avoid and discourage waste of materials, time and manpower, and that they will use their influence and best efforts to protect the property of the Court and the City and their interests and to prevent loss of tools and materials, and that they will cooperate with the Court and the City in promoting and advancing the welfare of the Court and the City and the services provided at all times.

## Article 1 - TERM OF AGREEMENT

Section 1.1 This Agreement shall remain in full force and effect from January 1, 2019 to and including December 31, 2021. If any party desires to terminate the Agreement on the anniversary date of December 31, 2021, written notice of such intent must be given to the other parties one hundred and twenty (120) days in advance of that date. Further, it is provided that this Agreement shall be subject to such change and modification during its term as may be mutually agreed by the parties hereto.

Section 1.2 Agreements reached between the parties shall become effective only when signed by an authorized representative of the Court and ratified by a majority of the Tacoma Municipal Court Judges; when signed by an authorized representative of the City and ratified by a majority of the Tacoma City Council; and when signed by an authorized representative of the Union.

Section 1.3 Only those Letters of Understanding or Agreement which are signed by the Union Business Manager or authorized representative, Presiding Judge, Labor Relations representative, and Human Resources Director shall be considered in force and subject to the provisions of the Agreement.

## Article 2 - UNION RECOGNITION

Section 2.1 The Union shall be the exclusive bargaining agent in all matters of wages, hours and employment conditions in the application of the Agreement to employees in the classification of Court Clerk (Job Code 43210). Should this classification be reclassified or re-titled without the addition of significant new or different duties, the Union shall continue to be recognized for this classification. Should new classifications be created, the Court and the City shall recognize the Union for those classifications, if such classifications perform a substantial portion of work presently performed by classifications listed in this Agreement. However, if another bargaining representative requests recognition for such a new classification, recognition procedures set forth in Chapter 41.56 RCW shall apply.

Section 2.2 The parties recognize that certain provisions of Article 2 are unenforceable as a result of the *Janus v AFSCME* US Supreme Court decision, and agree to meet and confer following ratification of this Agreement to negotiate a mutually agreeable replacement for the current Article 2.

Section 2.3 - Dues It shall be a condition of employment that all employees of the employer, covered by this Agreement who are members of the Union (or who, in lieu thereof, pay each month a service charge equivalent to regular Union dues to the Union as a contribution towards the administration of the Agreement) on the effective date of this Agreement shall remain members or shall continue to pay said service charge. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in the Union, or in lieu thereof pay an amount equal to the regular initiation fee and each month a service charge equivalent to regular Union dues to the Union as a contribution towards the administration of this Agreement.

Provided: Objections to joining the Union which are based on either bona fide religious tenets or teachings of a church or religious body of which such employee is a member will be observed. Any such employee shall pay an amount of money equivalent to regular Union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fees. Such payments shall be made to a charity having offices in Pierce County and the payment shall be made to said office. The employee shall furnish written proof to the Union that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

Section 2.4 - Union Membership The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the union.

Section 2.5 – Dues Deduction The City agrees to deduct from the paycheck of each employee who has so authorized it, the regular initiation fees and regular monthly dues uniformly required of members of the Union or in lieu thereof the monthly service charge. The City shall not be required to make any deductions from employee's paycheck except as authorized by the employee or by law. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request and the Union so notified. The performance of this function is recognized as a service to the Union by the City. There shall be no retroactive deduction of Union dues.

Section 2.6 - Failure to Pay Dues The Union agrees that the Court and/or the City shall not terminate the employment of any employee under the Union Security Clause provision of the Agreement until written notification is received from the Union that an employee has failed to pay the required dues or service charge, or provide proof of an alternative payment based on religious tenets as provided hereinabove. The parties also agree that, when an employee fails to fulfill the above obligation, the Union shall provide the employee, the Court and the City with thirty (30) days notification of the Union's intent to issue discharge action and during this period the employee may make restitution in the amount which is overdue.

Section 2.7 - Defense and Indemnification of the Court and the City The Union further agrees that it will indemnify, defend and hold the Court and the City harmless from all suits, actions, proceedings or claims against the Court and/or City or persons acting on behalf of the Court and/or City, whether for damages, compensation, reinstatement or any combination thereof, arising out of application of this Article. In the event any decision is rendered by the highest court having jurisdiction that any portion of this Article is invalid and/or that reimbursements must be made to any employee(s) affected, the Union shall be solely responsible for such reimbursements.

Section 2.8 – Leave for Business Manager/Representative The Presiding Judge, will approve granting of leave of absence without pay for the period covered by this Agreement without loss of continued accrual of aggregate City service or tenure status for all purposes, to no more than one (1) employee of the City who is a member of the Union, and whom the Union may desire to have act as its Business Manager to be locally engaged in the business of the Union.

Section 2.9 - Payroll Report The City will furnish the Union a copy of the pay status of Local 483 members at such time as the Information Systems runs such tabulation. It is understood that this tabulation will be used by the Union for the sole purpose of compiling the Union dues formula, and that the Union will not divulge any information from the subject tabulation to any other person or agency.

Section 2.10 – Business Representative Visit The Business Manager or Business Representative of the Union may, after notifying the Court Administrator or designee, visit the work location of the employees covered by this Agreement for the purpose of investigating conditions on the job. There shall not be any interference with the duties of employees or the operations of the Court or City. Any Business Representative visiting the worksite will have an employee escort; such escort shall be designated by the Court Administrator or their designee.

Section 2.11 – Bargaining Unit Jurisdiction The members covered by this Agreement shall not be required to perform more than incidental work which properly comes under the jurisdiction of another bargaining unit and/or classification, unless properly compensated for such temporary work assignment.

Section 2.12 – Union Bulletin Board The Union shall provide a bulletin board for its exclusive use and shall be allowed to place such in a common work location of the bargaining unit. Notices and announcements shall not contain anything political or reflecting adversely upon the Court, City, any of its employees, or any labor organizations among its employees.

### Article 3 – SHOP STEWARDS

Section 3.1 The Union shall have the right to appoint one Shop Steward and one alternate. The Court and City Human Resources Department shall be furnished with the names of the Steward and the alternate so appointed.

Section 3.2 Stewards shall be allowed limited time away from their work stations during regular hours of work without loss of pay when attending meetings with the Court and/or City or when investigating grievances or complaints provided that this time does not interfere with the productivity and efficiency of services to the public.

Section 3.3 The Steward shall not leave their assigned work station without having received prior approval from the Court Administrator, or their designee. Such approval shall not be unreasonably withheld. The Steward shall give the supervisor an estimate of the time needed. If the time needed would require extended time away from work time then it may be more appropriate for a paid Union official to be involved.

### Article 4 – MANAGEMENT RIGHTS

Section 4.1 All collective bargaining with respect to working conditions under this Agreement shall be conducted by authorized representatives of the Court, of the City, and of the Union. Nothing in this Agreement shall prohibit, restrict, or prevent the full and free communication between the employer and the employees.

Section 4.2 The Court retains all management rights granted by common law, statutes, court decisions, and court rules, including but not limited to the following:

- A. Determining the Court's mission and policy, and setting forth all standards of service offered to the public;
- B. Determining the methods, means, and number of personnel needed to carry out the Court's mission;
- C. Planning, directing, controlling, and determining the operation of service to be conducted by the employees of the Court;
- D. Determining which services are going to be performed;
- E. Establishing work hours and schedules, as set forth in the collective bargaining agreement;
- F. Establishing staffing levels;
- G. Establishing qualifications for employment;
- H. Hiring, assigning of work to, determining layoff of and retaining employees;
- I. Directing the work force;
- J. Making, publishing, and enforcing personnel policies, rules and regulations, including a code of conduct; subject to RCW 41.56 if applicable;
- K. Introducing new and improved methods, equipment, or facilities;
- L. Contracting for goods and services as provided by the Supreme Court, state law, or Tacoma Municipal Code;
- M. Disciplining, suspending, or terminating employees;
- N. Selecting the in-court clerk (Bailiff), who will serve in that position at the sole discretion of that Judge; and
- O. Taking any actions necessary in conditions of emergency, regardless of prior commitments, to carry out the mission of the Court.

Section 4.3 The Employer retains all customary rights, authorities, and prerogatives of management, except as expressly limited by the terms of this Agreement.

#### Article 5 - ENTIRE AGREEMENT

Section 5.1 This Agreement constitutes the sole and entire existing Agreement between the parties. Nothing in this Article shall preclude the parties during the term of this Agreement from voluntarily entering into amendments to the Agreement; nor shall the Court, the City and the Union be precluded from voluntarily entering into Letters of Agreement or Understanding concerning matters of contract administration.

#### Article 6 - SUBORDINATION OF AGREEMENT

Section 6.1 It is understood that the parties hereto are governed by the provisions of applicable State law, Washington State Court Rules, the City Charter and City Ordinances. The parties recognize that certain laws and rules apply to a judicial employer, including but not limited to General Rule 29, as now stated and as amended. When any provisions thereof are in conflict with or are different then the provisions of this Agreement, the provisions of said State law, Washington State Court Rules, City Charter, or City Ordinances are paramount and shall prevail.

## Article 7 – SAVINGS CLAUSE

Section 7.1 Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions remain in full force and effect.

## Article 8 - LABOR MANAGEMENT COMMITTEE

Section 8.1 The Court, the City and the Union shall establish a Labor-Management Committee. This committee shall meet, if necessary, during the term of this Agreement to discuss matters of mutual concern.

Section 8.2 The Committee shall meet at the request of any party when the party believes there are matters that merit discussion. The party requesting the meeting shall chair the meeting.

Section 8.3 The Committee will include no more than two (2) representatives of the Court, no more than one (1) representative of the City's Labor Relations Office, no more than two (2) employee members and no more than one (1) Union Business Representative. Any party may request to bring additional members based upon the meeting topic. Each party shall notify the other parties of their representatives. The Committee shall establish its own rules of procedure.

Section 8.4 Not less than one (1) week before the meeting of the Committee is scheduled, each party shall advise the other parties in writing of matters which the party wishes to discuss.

Section 8.5 It is anticipated that meetings will be scheduled during the court recess and will not exceed one hour.

## Article 9 – GRIEVANCE PROCESS

Section 9.1 It is the goal of the Court, the City and the Union to settle problems at the lowest possible level, in the least amount of time and in a cooperative and objective manner. The grievance must be reduced to writing and set forth the name of the Grievant, the facts, the specific section(s) of the Agreement which were allegedly violated and the specific remedy requested.

Section 9.2 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time and limitations, unless waived or extended by mutual agreement of the parties to the grievance.

Section 9.3 The formal grievance procedure shall be as follows:

Step 1: The complaint shall be presented to the Supervisor within ten (10) calendar days of the occurrence (written communication not required). The Supervisor shall respond within ten (10) calendar days after receiving the grievance.

Step 2: If the complaint is not resolved at Step 1, it shall be reduced to writing within thirty (30) calendar days of the alleged violation. The grievance, in written form, shall be



presented to the Court Administrator with a copy to the City's Labor Relations Office. The Court Administrator shall, within ten (10) working days, render a decision in writing to the employee and Union.

Step 3: If the grievance is not resolved to the satisfaction of the grievant(s) within ten (10) working days of receipt of the Step 2 answer, the grievance shall be forwarded to the Presiding Judge with a copy to the City's Human Resources Department. The Presiding Judge shall meet with the Union Business Manager and/or the Union Representative and a representative of the City's Human Resources Department and/or the Labor Relations Office. The Presiding Judge shall, within ten (10) working days of this meeting, render a decision in writing to the employee and Union. Such decision shall be final and binding.

Section 9.4 Time limitations in this Article may be adjusted by mutual agreement in writing between the Union, the Court and/or the City. Failure by the non-grieving party to comply with any of the time limitations as provided in this Article shall constitute a right of the grieving party to proceed to the next step without waiting.

Section 9.5 Failure by the Union to pursue a grievance to the next step of the grievance procedure results in the last response being the final and binding conclusion of the grievance.

## Article 10 - DISCIPLINE AND LAYOFF

Section 10.1 – Discipline The classification of Court Clerk (job code 43210) is appointive.

Employee performance management and discipline may include one or more of the following based upon the Judge's discretion:

- Performance management plans
- Admonishment;
- Written reprimand;
- Termination.

Appointive employees are at will and may be terminated at any time regardless of prior discipline.

Disciplinary action will not be taken in an arbitrary and capricious manner. This means that, in making decisions, the Court will exercise honest judgment and good faith. If an employee is to be discharged from employment, he/she shall be given a written statement of the reason for same and an opportunity to respond.

The employee shall be entitled to have a Union representative present at any meeting held with the Court to discuss/investigate potential disciplinary action.

The Court may place an employee on paid administrative leave pending an investigation.

The employee and the employee's Union representative, with the employee's authorization, shall have the right to inspect and request a copy of the contents of the personnel file(s) and any files used in the disciplinary process, maintained by the Court and/or the City.