

CITY COUNCIL MINUTES

City Council Chambers 7:00 P. M.
Tuesday, May 29 1962

Council met in regular session Present on roll call 9: Bott, Cvitanich, Haley, Murtland, Olson, Porter, Price, Steele and Mayor Tollefson.

Mrs. Price moved that the minutes of May 15, 1962 be approved as submitted. Seconded by Mr. Steele Voice vote taken. Motion carried.

HEARINGS AND APPEALS

This is the date set for hearing on the appeal filed by Miller Construction Co. on the denial for the rezoning of their property in the area of 6th Ave. to So 17th St., Titlow Road to a line 310 feet west from an "R-2" to an "R-4-L" District. 158
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Mayor Tollefson said the general procedure on this hearing would be, if this appeal is sustained an Ordinance would be presented to the Council for passage. Since there will be two new Council members on the Council next week, it would put them to a disadvantage to take action on the Ordinance, as they were not present at the hearing. He asked what was the feeling of the Council in postponing the hearing until next week.

Mrs. Price said, in fairness to the new Council members, she thought the hearing should be postponed one week.

Mayor Tollefson asked if anyone in the audience had any objection if this were postponed until next week.

Mr. Howard Carothers who is representing some of the property owners in the area, and Mr. Dippolito, the petitioner, said they had no objections if the Council postponed the matter for one week.

Mr. Porter then moved that the hearing on the appeal be postponed for one week, until June 5, 1962. Seconded by Mrs Price. Voice vote taken. Motion carried.

Mr. Steele leaving at 7.30 P. M.

RESOLUTIONS:

Resolution No. 17064:

Fixing Monday June 25, 1962 at 4:00 P. M. as the date for hearing on L 1 D 2342 for grading and oil mat surface in the vicinity of East 64th and T Streets.

Mr. Murtland moved that the Resolution be adopted Seconded by Mr. Haley.

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Voice vote was taken on the Resolution.

The Resolution was then declared adopted by the Chairman

Resolution No. 17065:

Fixing Monday June 25, 1962 at 4:00 P. M. as the date for hearing on L I D 3541 for storm drainage in the vicinity of East 74th and T Streets.

Mr. Hailey moved that the Resolution be adopted. Seconded by Mrs. Price.

Voice vote was taken on the Resolution.

The Resolution was then declared adopted by the Chairman.

Resolution No. 17066:

Authorizing the expenditure of \$175,000 from the surplus of the 1958 Street & Bridge Construction Fund for additional participation in the L I D program for the year 1963.

Mrs. Price moved that the Resolution be adopted. Seconded by Mr. Steele.

Mr. Rowlands explained that \$175,000 is available from surplus of the 1958 Street and Bridge Construction Fund for L I D participation. The reason for submitting this Resolution before the Council at this time, is that there are a number of petitions and considerable engineering costs involved. If the L I D participation program is to be continued for next year, the Department would like to have the Council's approval at this time. Mr. Schuster, Public Works Director, has his staff ready to proceed with the development of plans for the projects, if they are to be advertised early next year.

Voice vote taken on the Resolution.

The Resolution was then declared adopted by the Chairman.

Resolution No. 17067:

Authorizing the proper officers of the City to execute a local improvement assessment deed to Mike Cohen, Frank Kustina, Max Patashnik and Moss Patashnik for the sum of \$20.00 for property located on So. 16th and Bantz Boulevard.

Mr. Murtland moved that the Resolution be adopted. Seconded by Mrs. Price.

Voice vote was taken on the Resolution.

The Resolution was then declared adopted by the Chairman.

Resolution No. 17068

Authorizing the proper officers of the City to enter into an agreement with the Washington State Highway Commission for the relocation of sanitary sewers in the area between Alondale Streets, the cost of which to be borne by the State in conjunction with the Freeway Construction.

Mrs. Price moved that the Resolution be adopted. Seconded by Mr. Steele.

Voice vote was taken on the Resolution.

The Resolution was then declared adopted by the Chairman.

Resolution No. 17069

Authorizing the proper officers of the City to sell to General Hardwood Company 40 used rails and joint bars for the price of \$1200.00

Mr. Steele moved that the Resolution be adopted. Seconded by Mrs. Price.

Voice vote was taken on the Resolution.

The Resolution was then declared adopted by the Chairman.

Resolution No. 17070

Authorizing the proper officers of the City to enter into an agreement with the International Brotherhood of Electrical Workers Local Union 483 concerning wages, hours and working conditions for the Light Division electrical workers, for the year April 1, 1962 thru March 31, 1963.

Mr. Porter moved that the Resolution be adopted. Seconded by Mrs. Price.

Mr. Cvitanich stated that very shortly the Budget for the General Government employees will be considered. In the past two years the Council has granted the City Light employees an increase in salary. As the result, the Council has been put in the position of having to grant the General Government salary increases. He wondered, if by passing this Resolution, it would put the General Government in a bad position with which is now being faced.

Mr. Murtland said, this has also been of some concern to him. He stated he would like Mr. Green, who represents the Electrical Workers Union, Local 483, to elucidate a bit on the "Article II" in the agreement, having to do with the termination of the agreement where it states, "that either party may terminate the same upon 60 days written notice to the other of its desire to amend or terminate the same". He asked if it were Mr. Green's interpretation that this means that upon 60 days written notice at any time during the life of the agreement, it could be terminated by one party to the other.

VERBATIM as requested by Mr. Murtland

Mr. Green: Yes. If you will bear with me a moment on this thing. This agreement was entered into in 1946. The original agreement, at that time, we had a termination date of January 1st. But the electrical industry seemed to make a "patsy" out of the City of Tacoma throughout the State. I have been fortunate enough or unfortunate, one way or the other, of being connected with this thing more or less continuing down through the years. Now, circumstances were such that each and every year 7% of the employees engaged in the Electrical Utility Industry were negotiating for the other 93% of the Electrical Industry employees in the State of Washington. This led to a tremendous amount of unrest. We had all kinds of pressures from external employees, and other operations, both public and private power, coming into the City of Tacoma, and we had to sweat it out with the minority group. The net result is that upon both sides we couldn't win for losing. If we made a settlement that was unsatisfactory from the workers standpoint we got it; if in turn, management happened to make a little more generous offer than the industry felt was reasonable, they got it. So we ended up in the City of Tacoma, "meat in a sandwich." As the years progressed, in 1951 we went to the State Legislature and amended the law, which permits us to sign agreements with Utilities and Municipalities, permitting the reopening of agreements once each year. Now this is not our request, it was then the existing Council's request that we do this, because they were sick and tired of being constantly harassed and embarrassed over setting the wages.

Now in a way we haven't been too happy with it because we actually lose a fourth of our wage increase because we settle later in the year than everyone else. We in turn have to wait until the first of April; but in view of the fact we have been burned by the fires of circumstance, many many times, we have been tempered by experience. We have found the best thing for us to do in a small operation is to let the industry settle its problems, settle the wage and hour cost in the State of Washington. Then for the City of Tacoma to come in on a comparable scale. So we have accepted that, even though we definitely lose our raise for three months each year.

Now, the condition of the settlement this year is \$3.66 an hour for Journeymen minimum scale, which is exactly the wage scale given by Puget Sound Power and Light, Pacific Power and Light, Portland General Electric, Washington Water Power and all the Public Utility Districts and Seattle. It is just simply an industry wide bargaining arrangement that the City of Tacoma officials and the Utilities wait until it is determined, then in order to save harassment for the City and its employees, who are a minority group; in order to avoid this harassment in setting this pattern, we just simply wait. Maybe it isn't the proper thing to do - but we were embarrassed too often, bore too many trials down thru the years, that is the reason it is done this way.

Now in answer to your question, Mr Murtland, in the original agreement, which is a very loose agreement, and it was originally intended that it could be terminated within 60 days by either party or, of course, could be mutually terminated at any time. The thing has been a continuing instrument and no one has ever seen occasion to terminate it for any particular reason because if we did terminate other than some kind of involvement, why, we'd just simply open the door to more problems and more difficulties. So both of us have seen fit to leave the lid to "pandora's box" closed rather than see our particular little City invaded with a lot of people with a lot of other problems.

Mr Murtland: Mr Green, may I ask again, if you would, because I believe you are instrumental in representing the union in obtaining this agreement as to your meaning of that particular paragraph. In other words, I understood that you had said that this provision would mean that either party could terminate upon 60 days written notice. Is that correct?

Mr Green: That is correct Mr Murtland, the original intent of that, was exactly that.

Mr Murtland: And this agreement was signed by your Union this year, the intent would still be there, the same intent.

Mr Green: Yes, I would gather that would be the intent. Yes, I would have to say that in the original agreement the intent was that in the event that circumstances require that either party could terminate within 60 days. We have avoided terminating the agreement because we would become involved in more complex problems than we would eliminate.

Mr Bott: Mr Green, this agreement has been negotiated with the other outside industries as well, has it not?

Mr Green: Yes, all the agreements are signed by Pacific Power and Light exactly the same as ours for all practical purposes. Now, no two Utilities have the same agreements because their operating conditions are all different. Pacific Power and Light operate in four states, a tremendous geographical area. We operate in a small concentrated urban area so naturally there are stipulations and requirements in their agreements with employees. Labor management relations are different, but the basic fundamental Journeymen scale, \$3.66, prevails on all operations.

Mr Bott: Is that 100 percent.

Mr Green: Yes, that is a 100% figure and we have everything on a grading of percentage, one section to the other and Pacific Power and Light, Portland General Electric, Washington Water Power Company, Puget Sound Power and Light Co., together with all the P. U. D.'s have made this up.

Mr Bott: The Council is on record for advocating like pay for City employees, to like pay in outside industries. According to what Mr. Green has said, and I take it for a fact, that has been established. So we are under obligation to meet that. But I think we should make it clearly understood that this is not a precedent as far as all City employees go, because this is an industry wide negotiation, it is an industry unto itself. I think that should be very clear.

Mr McCormick: I feel that I must tell the Council this. The Legal department does not have the same interpretation of this section as Mr. Green has, and our department has given the Utility Board and the Director of Utilities a written opinion to this effect. In our opinion this contract

runs from year to year, thereafter unless terminated. In our opinion, the 60 days' notice means 60 days prior to the annual termination period. Because, otherwise you have nothing but a 60 day contract and those who deal with labor and with management know you do not enter into a 60 day contract on labor deals. The understanding of the Utility Board and Director is that this is a contract for one year. And if the Council approves it, in the language as is in "Article I", it is our opinion that you are binding yourselves for one year.

Mr. Haley: What you are saying Mr. McCormick, is that this is the usual Union agreement with industry following the pattern set out by N. L. R. B. and the Taft-Hartley Regulations that whatever changes the termination shall be within 60 days of the termination date.

Mr. McCormick: That is correct.

Mr. Bott: Is that the same wording as last year's agreement?

Mr. McCormick: Yes, it is, and we pointed out that in the event you wish to make it a 60 day contract, then that language should be changed to reflect that.

Mr. Haley: I wanted to ask Mr. Green, is this contrary or does this fall into what you were trying to say to us, that this falls into the general regulations of 60 day notice of termination date.

Mr. Green: Yes, legally there is no question, personally, I wouldn't want to argue a point of law with Mr. McCormick. I don't think there is any question about correct labeling. But actually, the original intent was that it could be terminated in 60 days, but that was 15 years ago. The language, the fundamental language has remained the same down through the years. Of course, this too comes back fundamentally to the same thing as far as Power Companies. They have the annual contract clause and most all of them terminate on April 1, except Puget Sound Power Co., is moving theirs up to April 30. So the annual contract now is one of the conditions precedent upon the Electrical Industry, both public and private power agencies.

Mr. Haley: Once again, Mr. McCormick, you are saying notwithstanding of what the agreement says, the law as set forth by Congress does prevail in this 60 day termination.

Mr. McCormick: What I am saying is, that the actual language itself is the only proper interpretation that can be placed on it as it is written. I think this is borne out during all of the years that these contracts have been in effect. No attempt has ever been made to change or terminate it during the years covered by the contract. Notices have always been given 60 days to the annual termination date.

Mr. Haley: In other words, this has been the practice. In case there was a difference of opinion between now and 12 months.

Mr. McCormick: 60 days notice has always been given; 60 days prior to termination of annual contract.

Mr. Bott: Then, Mr. McCormick, would you insert 60 days notice prior to the anniversary date.

Mayor Tollefson: Leave it like it is.

Mr. McCormick: Let me make myself clear. As far as the Legal department is concerned, all we want is the Council to know that when they approve this contract they know they are entering into a contract for one year, and not a contract terminable at anytime upon 60 days notice.

Mr. Bott: What do you mean by a 60 day contract. You don't mean the contract for just 60 days. You mean to give 60 days notice.

Mr. McCormick: I mean a contract that can be terminated on a 60 day notice, for you have a 60 day contract. If you leave it the way it is, as in the past, you have a year's contract and you have it automatically renewed for another year.

Mr. Murtland: I would like to ask Mr. Green again, if he will. As I understood Mr. Green, though prior to Mr. McCormick's statement, did you not say that the reason that this appears in the "Article I" understanding of the Union that this would mean 60 days' notice given at any time during the agreement, for example, if notice were to be given on July 1st, the agreement could be terminated by the City or by the Union within 60 days after that.

Mr. Green: That is correct Mr. Murtland, at that time most contracts were written that way, particularly this one was written that way because it was a new thing. This was the first labor contract written with the Municipality covering an entire operation in the United States. At that time everybody was a little bit suspicious of the thing, there was a certain amount of concern about it, because it was new. So at that time it definitely was the intent, Mr. Murtland, that it could be terminated 60 days at any time, but as the years have gone on even the private power companies have taken the approach that they should have annual contracts.

Mr. Murtland: At the time Mr. Green, when this was signed this year, were you still of the opinion that this could be terminated on 60 days notice.

Mr. Green: Al Benedetti of the Light Division asked me what the original intent was on this, and I said yes, just exactly as I have told you folks tonight. The original intent was, that it could be terminated in 60 days, and was a 60 day contract. However, as far as we are concerned, we have never had any objection to the January 1st or December 31st termination date. But it has been usually the Legislative group of the City of Tacoma that has found themselves in very deep and complex problems and they are the ones that have requested this kind of a contract in order that they would not be made the "guinea pig" for the entire electrical industry in the State. As far as we were concerned, if we could settle on January 1st we would just make more money, we would get our raise three months sooner. As far as the Utility itself is concerned, its management and the Council of the City of Tacoma would find themselves a real weighty problem.

Mr. Murtland: Mr. Green, from your statement that you'd get your raise three months early, were you assuming that each year you would get a raise, is that correct.

Mr. Green: Well---

Mayor Tollefson: Isn't that kind of academic, Mr. Murtland.

Mrs. Price: Mr. Green is this the same language as the agreement with other electrical workers.

Mr. Green: Yes, it is very similar.

Mrs. Price: In terms of agreements, the language is the same.

Mr. Haley: This has been working very well for a number of years. There seems to be a mutual confidence on both parties, so why shouldn't we leave things standing as they are.

Mayor Tollefson: I'm satisfied. I just thought maybe there were some questions someone wanted to ask.

Mr. Murtland: I'd like to ask Mr. Bixel, the amount that was mentioned by Mr. Green is \$3.66, what percentage of increase is that over last year?

Mr. Green: Do you mind if I answer. It is 4.39%.

Mr. Rowlands: Do you mind if I make just one observation. I don't think that Mr. Guttanich's remarks should go unanswered as they are an important point in this respect. Last year we were in a situation, we were in a dilemma, whereby the Electrical Union did negotiate the increase as of the same time in 1961 as in 1962, roughly about 4.3%. You also recall last year that the General Government Employees received only a one-half step increase. It has been the policy of the Council to make these adjustments if funds are available. Depending on what happens in 1963 if the City Council does not deem it advisable because of the financial situation not to give increases next year, or else to give half a step or whatever you do, this creates a real problem. There comes a time when the Electrical Union then five or six months later comes up with this decision. That is something the Council will have to consider at that time. The Lineman's rate is related to all the other employees in the Electrical Utility that are occupying positions similar to those occupied in General Government; that is something you will want to keep in mind. This will not effect the 1962 General Budget because Mr. Green stated ours is already settled. They are setting the Electrical Workers' agreement as of April 1st instead of January 1st. I am pointing out there could be a change next year depending upon what happens.

Mr. Porter: I'd like to point out to Mr. Rowlands, if that situation should arise, the City not pay its employees the going wage, we would soon be losing valuable employees to private industry.

Mayor Tollefson: That's correct. It's a problem, but I don't know how it can be overcome.

Mr. Murtland: I would like to make the comment in order to explain my vote, which I anticipate at this moment to be the only one voting against this Resolution. As is known by a number of you, I have opposed this budget for the last year on the basis that we could not afford it, and I still stand on the same. I do not think that the Public Utilities, particularly the Electrical Union, is any different than any other employee or employees of the City of Tacoma. For that reason, for the last two months I have been attempting to make some inquiry and to work this out in a different way, but as it is, it came in this way, and the Public Utility Board, of course, knows what is proper, no doubt.

As it is, with this increase being approximately the same as the increase which was awarded to the City employees, straight across the board, and when I feel we could not afford more than about half that amount, I am going to have to vote against this Resolution, and on any Ordinance that comes up approving it, because I feel that regardless of what might have been granted to the City employees, the City could not afford it. You cannot pay out when you don't have the money to do it. And I think the same is true of these employees whether or not the Public

Utilities Dept. has the money to pay or not. It still is a City problem first and foremost

Roll call was taken on the Resolution

Ayes 7; Nays 1; Murkland; Absent 1; Steele

The Resolution was then declared adopted by the Chairman

Resolution No. 17071.

Commending the members of the Beautification Committee of the City of Tacoma for their efforts in beautifying the City

Mrs. Price moved that the Resolution be adopted. Seconded by Mr. Murkland

Voice vote was taken on the Resolution

The Resolution was then declared adopted by the Chairman.

FIRST READING OF ORDINANCES

Ordinance No. 17066.

Amending Sections 1, 12, 220, 510, 520, 530, 590 & 640 of the Official Code of the City to reflect the changes made with the International Brotherhood of Electrical Workers Union # 483 for the electrical worker's salaries & wages

The Ordinance was then placed in order of final reading.

Ordinance No. 17068.

Repealing Chapter 1 34 of the Official Code of the City and re-enacting said chapter in revised form in reference to Working Fund Advances.

The Ordinance was then placed in order of final reading

Ordinance No. 17069:

Vacating So. 13th St. between Pearl & Highland Sts. (Petition of Fred Berto) ²⁰⁴ ₂₂₉

Mr. Rowlands explained there are two small changes to be made in Section 1 for clarification purposes. On the first line the word "portion" was added after the word "That"; the word "directly" was added after the word "Street". This was made to prevent any misunderstanding in the future

Mr. Murkland moved that Section 1, first line, be amended to insert the word "portion" after the word "That", and the word "directly" after the word "Street". Seconded by Mrs. Price. Voice vote taken on the amendment. Motion carried.

The Ordinance was then placed in order of final reading.

Ordinance No. 17070

Vacating No. 37th, No. 38th and No. 40th St. in the vicinity of Vassault Street (City Council Petition) 54-252
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The Ordinance was then placed in order of final reading

FINAL READING OF ORDINANCES

ORDINANCE NO. 17059, introduced from the meeting of May 22, 1962,

Providing for the improvement of L I D 2143 for grading and an oil mat surface on So. C from So. 68th to 225 feet south

Mayor Tollefson asked the Council if they had any further questions concerning the Ordinance

Mr. Murtland said he had inspected the property and stated he would vote against the Ordinance as he felt this was a private matter that does not benefit enough of the citizens of the City

Mr. Haley said he also viewed the property and it seemed to him it was a neighborhood problem. He thought, perhaps, they could join together and find their own solution

Mayor Tollefson said this has about a 50% remonstrance. He said he could not condemn the people who want the improvement as they are trying to develop land within the City. However, he added, to vote in favor of this would be, in effect, to penalize the other property owners because they happened to be located in the path of the improvement. He said the developers could condemn property for a private road, however, there is already a 35 foot strip of land that belongs to the City for road purposes. He then asked Mr. Burnett if it would serve any useful purpose to continue this Ordinance to see if they could find a solution with adjacent property owners

Mr. Burnett, favoring the improvement, stated that would be satisfactory to him.

Mr. Bott moved to postpone the Ordinance for two weeks, until June 5, 1962. Seconded by Mrs. Price

Roll call was taken on the postponement. Ayes 3, Nays 5; Cvitanich, Haley, Murtland, Olson, Porter. Absent 1, Steele. MOTION LOST

Roll call was taken on the Ordinance resulting as follows:

Ayes 0; Nays 8; Bott, Cvitanich, Haley, Murtland, Olson, Porter, Price and Mayor Tollefson. Absent 1, Steele

The Ordinance was then declared LOST by the Chairman.

Mrs. Price said even though the Ordinance has lost, it could be re-considered next week.

Ordinance No. 17065

Vacating property on So Warner between So 18th and 19th, and ²⁰² alley between So 18th and 19th St from the west line of Warner to the west line of Lawrence St (Petition of Gloria Dei Lutheran Church)

Roll call was taken on the Ordinance resulting as follows.

Ayes 8; Nays 0; Absent 1, Steele
The Ordinance was then declared passed by the Chairman

Ordinance No. 17067

Providing for the improvement of L I D 5353 for cast iron water mains in So 10th Street from Orchard to Shirley Street

Roll call was taken on the Ordinance resulting as follows.

Ayes 8; Nays 0; Absent 1, Steele.
The Ordinance was then declared passed by the Chairman

ITEMS FILED IN THE OFFICE OF THE CITY CLERK.

- a Report from the Tacoma Police Dept and Traffic Division for April, 1962
- b Report from the Light, Water & Bell Line Division for April, 1962.

COMMENTS BY THE CITY COUNCIL

Mr Cvitanich moved that a Resolution be brought in next week commending Mrs. Olson and Mr. Porter for their years of service on the City Council. Seconded by Mr. Bott. Voice vote taken. Motion carried.

Mayor Tollefson, Mr. Bott, Mr. Haley said they too had enjoyed working with the two Council members during their tenure of office.

Mrs. Olson and Mr. Porter expressed thanks to the Council members for their expression of friendship and good fellowship.

There being no further business to come before the Council, upon motion duly seconded and passed, the meeting adjourned at 8:30 P. M.

Attest: Josephine Nelson

W. M. Tollefson
Mayor of the City Council