

CITY OF SEATTLE
ORDINANCE 126516
COUNCIL BILL 120242

AN ORDINANCE relating to City employment; authorizing the execution of a memorandum of understanding between The City of Seattle and certain City unions; and ratifying and confirming certain prior acts.

WHEREAS, collective bargaining has led to a tentative agreement concerning wages, benefits, and other conditions of employment between the City and unions; and

WHEREAS, separate legislation will be forwarded by the City Budget Office to provide department budget appropriation authority to cover compensation items authorized in the agreement; NOW, THEREFORE,

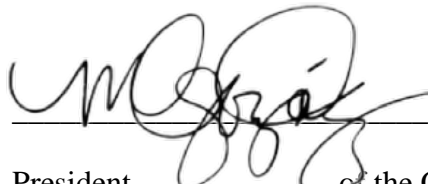
BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of The City of Seattle (City) to execute a memorandum of understanding between the City and certain unions, substantially in the form attached to this ordinance as Attachment 1 and identified as “Memorandum of Understanding By and Between The City of Seattle and Signatory Unions,” after unions have ratified the agreement.

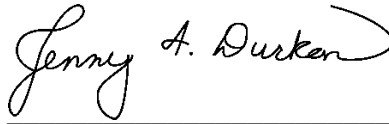
Section 2. Any act consistent with the authority of this ordinance taken prior to its effective date is ratified and confirmed.

1 Section 3. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 13th day of December, 2021,
5 and signed by me in open session in authentication of its passage this 13th day of
6 December, 2021.

7 
8 President _____ of the City Council

9 Approved / returned unsigned / vetoed this 15th day of December, 2021.

10 
11 _____

Jenny A. Durkan, Mayor

12 Filed by me this 15th day of December, 2021.

13 
14 _____

Monica Martinez Simmons, City Clerk

15 (Seal)

16 Attachments:
17 Attachment 1 – Memorandum of Understanding By and Between The City of Seattle and
18 Signatory Unions

MEMORANDUM OF UNDERSTANDING

By and Between
THE CITY OF SEATTLE
and
SIGNATORY UNIONS

This Memorandum of Understanding (hereinafter called "Memorandum" or "MOU") is entered into between the City of Seattle ("City") and Coalition of City Unions ("Coalition") that are signatory to this MOU ("Signatory Unions"), Collectively, the City, the Coalition, to this Memorandum shall be known as "the Parties".

Therefore, the Parties agree to the following:

Application to All Collective Bargaining Agreements:

The proposals contained herein shall apply to all signatory Unions with agreements covered by this MOU and shall be incorporated into the appropriate Articles and Sections of each agreement during the successor round of negotiations. Modification of any agreed upon language in this MOU is subject to mutual agreement by both parties.

Annual Wage Increase:

A four (4) percent Annual Wage Increase (AWI) wage increase shall be applied to all Bargaining Units signatory to this agreement effective the first full pay period in January 2022 applied to the existing 2021 base wage rates.

Additional Holidays:

The addition of Juneteenth and Indigenous Peoples' Day (2nd Monday in October) as paid City holidays.

New Language:

The City of Seattle ("City") initiated a market wage study to be completed no later December 31, 2021 according to the methodology set forth in the Memorandum of Agreement ("MOA") between the City and The Coalition of City Unions ("Coalition") regarding the City's compensation philosophy and methods and process associated with conducting a market wage study as agreed upon November 8, 2018. The agreed upon methodology set forth in the MOA shall serve as the initial method relied upon to review any classifications requested by the Coalition. The City is committed to fully engage the Coalition regarding the process, timelines and milestones, from the beginning to the conclusion of the market wage study. As soon as feasible after the execution of this

Agreement, the Parties agree to convene a City-wide Labor-Management Committee for the express purpose of reviewing, expanding, and improving the data secured from phase one of the Market Wage Study completed in 2021 pursuant to the terms of the prior CBA. The parties shall work in collaboration and with the goal of reaching consensus on identifying appropriate classification comparables for the job titles covered by this Agreement on or before August 31, 2022. If consensus is not reached on appropriate classification comparables for all job titles covered by this Agreement by August 31, 2022, the parties agree to proceed to the Methodology Subcommittee, in accordance with the parties MOU agreed upon November 8, 2018 regarding the job titles on which there is no consensus.

Methodology Subcommittee:

The Subcommittee will consist of three members:

- Labor representative (determined by the CCU)
- A Labor Relations representative (determined by the City)
- An official from Public Employment Relations Commission (PERC) or Federal Mediation and Conciliation Service (FMCS)

Each party shall present their argument to the Subcommittee and may submit their arguments in writing for consideration. The Subcommittee shall submit their finding and a written recommendation to the City and the CCU

Any adjustments to wages that may be bargained as a result of the study shall be effective no earlier than January 1, 2019.

As soon as feasible after the execution of this Agreement, the Parties shall mutually agree to a PERC or FMCS Mediator. If the Parties are unable to reach an agreement on a mediator, a list of eleven (11) qualified mediators from PERC and FMCS shall be randomly generated, and the Parties shall each alternately strike one until a single mediator is remaining. The order of strikes shall be determined by the flip of a coin. The mediator shall be contacted for their availability in the month of September 2022. In August of 2022 the Parties shall engage with the mediator to schedule the appropriate number of sessions to address the outstanding issues associated and in accordance with the November 8, 2018 MOU.

Taskforce Classification/Compensation:

As soon as feasible after the execution of this Agreement, the Parties agree to convene a Labor-Management Taskforce comprised of no more than ten (10) people, four (4) from the Union and four (4) from the City. The Labor-Management Taskforce members shall include Coalition Union representatives, Labor Relations negotiator, and subject matter experts. The Taskforce will limit its work to the express purpose of analyzing the City's internal Classification/Compensation, minimum qualifications, and other Human Resources processes as mutually agreed upon by the Parties. The Taskforce shall have two Co-Chairs, one from the Coalition of Unions and one from Seattle Human Resources. City Co-Chair for the Taskforce shall be the Director of Seattle Human Resources (or designee).

The city reserves the right to add one (1) additional impacted unions representative to this taskforce and one (1) city representative. The makeup of this committee can be adjusted with mutual agreement.

The Taskforce shall apply the City’s Race and Social Justice Toolkit in analyzing each process reviewed. No later than the last business day of the 6th full calendar month after convening the Taskforce, the co-chairs shall meet jointly with the City and CCU representatives, to update the Parties on the progress of the committee.

The Taskforce will issue a final report describing the issues and recommended solutions, no later than a calendar year after the initial convening of the Taskforce or January 31, 2023, whichever comes first. After the Taskforce has issued its final report, it will dissolve.

Shared Sick Leave Pool:

The city will standardize the City of Seattle’s current sick leave transfer (“donation”) program across all City departments through the following actions:

- Standardization of
 - Forms
 - Processing templates
 - FAQs
 - Interdepartmental donation of sick leave
- Anonymizing sick leave requests for potential recipients
- Anonymizing sick leave donations from contributors

The intent of the program is to create a mandatory and uniform system that will function across departments as the established protocol for all sick leave donation requests and donations. The City agrees to perform this standardization using a Labor-Management Committee (“LMC”) meeting, which will work in consultation with appropriate subject matter experts (SMEs), including but not limited to, Seattle Human Resources, FAS Citywide Payroll and Business Systems, ITD HRIS and Race and Social justice SMEs. The City further agrees to convene the LMC no later than 90 days from the execution of this Agreement and to meet no less than monthly on the standardization process beginning in the month following the initial convening of the initial LMC.

“Top-Up SPFML”:

Employees receiving SPFML may use any of their accrued paid and/or granted leave (“Leave”) to supplement the SPFML benefit payment, up to 100% of their weekly salary paid by the City of Seattle. The use of such leave to augment the SPFML benefit shall be called “supplemental leave pay.” Use of Leave by an employee to supplement SPFML is strictly voluntary. The City cannot require an employee to use accrued leave to supplement SPFML benefits.

Supplemental Leave Pay Utilization Process

- A. Leave for the purposes of this proposal, is defined as all accrued and/or granted leave as set forth and defined in the City of Seattle Municipal Code Title 4 (Personnel) Sections 4.24 through 4.34 (vacation, sick leave, floating, merit, comp time, executive, etc.).
- B. Supplemental leave pay may be accessed starting the first pay period after the City has received the final SPFML claim determination notice from the Washington State Employment Security Department (“ESD”).
- C. Supplemental Leave Supplemental leave can be used by employees based on the date range signified in the SPFML eligibility letter. For instances in which that date has passed, employees can submit time sheet correction requests to add the use of supplemental leave, as defined above. No time sheet corrections or reactivity shall be applied to any date or SPFML prior to the execution of this Agreement.
- D. The use of supplemental leave to “top-up” an employee’s SPFML benefit shall not exceed the amount of accrued and/or granted leave the employee has available in their balances.
- E. The use of accrued and/or granted paid leave to supplement the SPFML benefit will be available in 15 minute increments, except for when the accrued and/or granted paid Leave the employee requests to be used to supplement the SPFML must be used in full day increments as specified by a given collective bargaining agreement or by City code or Personnel rules (e.g. personal holidays), and then shall be only available in full-day increments.
- F. It is the employees’ responsibility to calculate how much accrued and/or granted paid leave they need to use in order to supplement their SPFML benefit when entering and submitting their timesheets.
- G. An employee must have already accrued the paid/granted leave they seek to use for the pay period in which they seek to use it.
- H. It is the employee’s responsibility for determining whether they have the accrued/ and or granted leave they seek to use in a given pay period to supplement the SPFML.
- I. The City will not be responsible for tracking whether employees have accrued the amount of Supplemental Leave they request at the time their SPFML leave is set to start.

Length of Pilot Program

A. This pilot program will take effect the first quarter of 2022 and continue through March 31, 2024, the end of the first quarter of 2024. The Parties agree that after the first quarter of 2023, and no later than June 30, 2023, they will meet and review the supplemental leave pay usage data of the previous year, to review the cost and utilization of the program. After June 30, 2023, either party may cancel this pilot program with 30 calendar days’ written notice to the other party. The Parties agree that the purpose of this pilot phase is to ascertain utilization and costing data related to top-up for purposes of possible enhancements or expansion of the program, including but not limited to the possibility of the City providing some or all of the supplemental top-up funding at a future date. To that end, the parties agree to convene a labor-management on this subject no later than ninety (90) days prior to June 30, 2023, to review this data and negotiate potential changes to the program.

Replacement Language:

Modify and update language in collective bargaining agreements to reflect Personal cell phone and email (if member provides it to the City).

Remote Work – Employees may request, and the appointing authority may approve remote work arrangements consistent with Personnel Rule 9.2. The request process shall be interactive between the employee and the appointing authority or designee. In most cases, remote work shall be voluntary and mutually agreeable between an employee and their supervisor. The City may also occasionally need to call remotely working employees back to a City worksite. Management maintains the right to determine and approve remote work.

Remote work is an arrangement where employees complete their job duties at a location other than a City worksite. The City supports and allows remote work for eligible employees to achieve the following goals:

- A) Increase operational flexibility and resilience,
- B) Reduce traffic congestion and climate impacts, and
- C) Recruit and retain a talented and diverse workforce

The location of the remote work may serve as the basis of a denial if there is a prompt business need that cannot be met from the requested location.

Negative performance reviews and/or employee disciplinary history may not be the sole consideration for denial unless the City has documented a nexus between the performance/discipline and the remote work request.

The parties recognize that business and/or employee needs arise that may necessitate a temporary deviation from an approved remoted work arrangement, the City or employee shall provide as much advance notice as possible, alternative deviations may be considered and such deviations, whenever possible, should be infrequent. The terms and conditions of individual remote work agreements shall be set forth in completed and signed remote work agreements with a copy provided to the Union.

Any disputes of this section shall not be subject to the grievance procedure and will handled through the labor management committee.

Remote work language will apply for temporary employees.

Paid Leaves:

Incorporate by reference application of [SMC 4.29](#), Paid Family Care Leave, which includes “Bea’s Law”

Bereavement Leave - Must use within a year; employees may submit for exceptions to this within 30 days (request that come in after the 30 days will be considered) of death if they know they will need longer than one year to use leave. May use bereavement leave intermittently in eight (8) hour increments, pro-rated for less than full time employees.

Signed this _____ day of _____ 2021.

FOR THE CITY OF SEATTLE

Jenny A. Durkan, Mayor

Kimberly Loving, Interim SDHR Director

Jeff Clark, Interim Labor Relations Director

SIGNATORY UNIONS

Chris Winters, Business Rep. Date
IU Painters and Allied Trades, DC#5
(Coalition of City Unions)

Natalie Kelly, Union Rep. Date
HERE Local 8
(Coalition of City Unions)

Rebecka Beatty, Business Rep Date
IATSE, Local 15 (Coalition of City
Unions)

Karen Estevenin, Executive Director. ate
PROTEC17
(Coalition of City Unions)

Alisha Gregory-Davis, Union Rep. Date
PROTEC17
(Coalition of City Unions)

Steven Pray, Union Rep. Date
PROTEC17
(Coalition of City Unions)

Shaun Van Eyk, Union Rep. Date
PROTEC17
(Coalition of City Unions)

Mark Watson, Union Rep. Date
WSCCCE Locals 21, 21C, 21Z
(Coalition of City Unions)

Ed Stemler, Gen. Counsel Date
WSCCCE Local 21PA
(Coalition of City Unions)

Kurt Swanson, Business Rep. Date
UA Plumbers & Pipefitters, Local 32
(Coalition of City Unions)

Gillian Burlingham, Business Rep. Date
IBEW Local 46
(Coalition of City Unions)

Kal Rhode, Business Rep. Date
Sheet Metal Workers, Local 66
(Coalition of City Unions)

Steve Behling, Business Rep. Date
Boilermakers Union, Local 104
(Coalition of City Unions)

John Scearcy, Sec-Treas. Date
Teamsters, Local 117
(Coalition of City Unions)

Dale Cannon, Business Manager. Date
Liuna Local 242
(Coalition of City Unions)

Kathy Wilkens, Business Rep. Date
Liuna Local 242
(Coalition of City Unions)

Tommy Hunt, Business Rep. Date
IAMAW, Dist. Lodge 160, Local 289
(Coalition of City Unions)

Tom Shelton, Business Rep. Date
IU of Operating Engineers, Local 302
(Coalition of City Unions)

Mary Keefe Date
Teamsters, Local 763
(Coalition of City Unions)

Peter Hart, Regional Director Date
Inland Boatmen’s Union of the Pacific
(Coalition of City Unions)

David Quinn, Business Rep Date
PNW Regional Council of Carpenters
(Coalition of City Unions)

Gary Harnett, President Date
Seattle Municipal Court Marshall’s Guild
(Coalition of City Unions)

Bob Adams, President
Seattle Police Dispatchers’ Guild
(Coalition of City Unions)

