

CITY OF SEATTLE
ORDINANCE 126782
COUNCIL BILL 120523

AN ORDINANCE relating to City employment; authorizing the execution of a Memorandum of Understanding between The City of Seattle and the Washington State Council of County and City Employees; amending Ordinance 126725, which adopted the 2023 budget; changing appropriations to various departments and budget control levels, and from various funds in the Budget; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

WHEREAS, The City of Seattle identified recruitment and retention challenges for its Prosecuting Attorneys; and

WHEREAS, The City of Seattle and the Washington State Council of County and City Employees entered into negotiations and came to an agreement memorialized in a memorandum of understanding on wage increases for their Local 21-PA Assistant City Prosecutors bargaining unit; 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 to execute a memorandum of understanding with the Washington State Council of County and City Employees 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 the Washington State Council of County and City Employees Local 21-PA Assistant City Prosecutors.”

Section 2. In order to pay for necessary costs and expenses in 2023, but for which insufficient appropriations were made due to causes that could not reasonably have been foreseen at the time of the making of the 2023 Budget, appropriations for the following items in the 2023 Budget are increased from the funds shown, as follows:

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Item	Fund	Department	Budget Summary Level	Amount
2.1	General Fund (00100)	Law Department	Criminal (BO-LW-J1500)	\$933,000
Total				\$933,000

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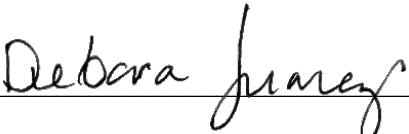
Section 3. Any act consistent with the authority of this ordinance taken prior to its

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effective date is ratified and confirmed.

1 Section 4. 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 a 3/4 vote of all the members of the City Council the 14th day of
5 March, 2023, and signed by me in open session in authentication of its
6 passage this 14th day of March, 2023.

7 
8 _____
President _____ of the City Council

9 Approved / returned unsigned / vetoed this 16th day of March, 2023.

10 
11 _____
Bruce A. Harrell, Mayor

12 Filed by me this 16th day of March, 2023.

13 
14 _____
Elizabeth M. Adkisson, Interim City Clerk

15 (Seal)

16 Attachments:
17 Attachment 1 – Memorandum of Understanding By and Between The City of Seattle And the
18 Washington State Council of County and City Employees Local 21-PA Assistant City
19 Prosecutors

**Memorandum of Understanding
By and Between
The City of Seattle
And the Washington State Council of County and City Employees,
Local 21-PA Assistant City Prosecutors**

This Memorandum of Understanding ("Memorandum" or "MOU") is entered into between the Seattle City Attorney's Office ("CAO") and Washington State Council of County and City Employees, Local 21-PA Assistant City Prosecutors ("Union" or "Local 21-PA") (Collectively, "Parties.")

WHEREAS the Seattle City Attorney's Office has an interest in the continued retention and recruitment of top legal talent in the Criminal Division to assure public safety is maintained
WHEREAS the current pay rate for criminal prosecutors has created barriers to recruitment and retention of prosecuting attorneys in the Criminal Division
WHEREAS the Parties are currently in the process of bargaining a new collective bargaining agreement with no certain timeline of completion
WHEREAS time is of the essence with regard to recruitment and retention

THEREFORE, the Parties stipulate and agree to provide the following pay rate increase of 20% for effective January 1, 2023, as shown below, payable upon ratification by the Union and approval by the City Counsel of this MOU.

1. The Step Progression Program for Criminal Prosecutors remains unchanged. (e.g., if one Criminal Prosecutor was at Step 2 on the effective date of this Agreement with an expected step increase on March 1, 2023, that employee would remain at Step 2 in the new range until their regular step increase date, in this example March 1, 2023).

A. The Step Program's salary steps for 2023, upon approval of the 20% increase by the Parties:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
\$46.55	\$49.36	\$52.31	\$55.44	\$58.76	\$62.30

2. The Discretionary Pay Program's range for 2023, upon approval of the 20% increase by the Parties:

<u>Min</u>	<u>Max</u>
\$62.32	\$80.99

3. The Coalition of City Unions ("Coalition"), of which Local 21-PA is a member, may, during the course of current negotiations with the City of Seattle, reach agreement on an

annual pay increase for calendar year 2023, for its Coalition member unions. Local 21-PA will not be eligible for any increase that the Coalition bargains for 2023. Instead, the 20 percent wage increase percentage negotiated above for Local 21-PA will supersede and replace any 2023 wage adjustment to which the Coalition may otherwise agree.

4. The Coalition and City may, during the course of current negotiations, reach agreement on an annual pay increase for calendar year 2024 for its Coalition member unions. Local 21-PA will not be eligible for any increase that the Coalition bargains for calendar year 2024. The Parties agree there will be no additional wage increase in the above Step and Discretionary pay programs' step system or discretionary pay band for the calendar year 2024.
5. The Coalition and City may, during the course of current negotiations, reach agreement on an annual pay increase for calendar year 2025. The Parties agree that Local 21-PA will receive whatever negotiated pay increases, if any, are agreed to between the City and the Coalition for 2025.
6. The Coalition and City may, during the course of current negotiations, reach agreement on an annual pay increase for calendar year 2026. The Parties agree that Local 21-PA will receive whatever negotiated pay increases, if any, are agreed to between the City and the Coalition for 2026.
7. The Parties further agree, subject to ratification of this Agreement by the Union and Seattle City Council, that the bargained for pay increases represented above, will be incorporated into the new collective bargaining agreement and will replace the existing ranges set forth in that document.

Signed this 20th day of December, 2022

For WSCCCE, AFSCME, AFL-CIO

Ed Stemler Local 21-PA Business Agent

For the City of Seattle Executed Under
Ordinance: _____

Bruce Harrell, Mayor

Ann Davison, City Attorney



Geoff Miller, SHR Labor Negotiator