

## **SUMMARY and FISCAL NOTE**

| <b>Department:</b>                    | <b>Dept. Contact:</b> | <b>CBO Contact:</b> |
|---------------------------------------|-----------------------|---------------------|
| Seattle Department of Human Resources | Chase Munroe          | Candice Foote       |

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to City employment; authorizing the execution of a Memorandum of Agreement between The City of Seattle and the Professional and Technical Employees, Local 17; and ratifying and confirming certain prior acts.

**Summary and Background of the Legislation:** This legislation authorizes the Mayor to implement a Memorandum of Agreement (“MOA”) between The City of Seattle (the “City”) and the Professional and Technical Employees, Local 17 (“PROTEC17”) regarding the accretion of the Probation Counselor Supervisor job classification. The legislation affects approximately three Probation Counselor Supervisors in the Seattle Municipal Court.

On February 9, 2024, the Washington Public Employment Relations Commission certified PROTEC17 as the exclusive bargaining representative for the Probation Counselor Supervisor job classification (PERC Case No. 138052-E-23). Under the MOA, the City and PROTEC17 agree to accrete the Probation Counselor Supervisor job classification into the existing collective bargaining agreement (“CBA”) between the City/Seattle Municipal Court and the PROTEC17 Probation Counselor Unit for the period from January 1, 2023, through December 31, 2026. However, the Parties agree that the Probation Counselor Supervisor classification will be in a separate bargaining unit from the other Probation Counselor classification.

In addition to the provisions of the PROTEC17 Municipal Court Probation Counselor Unit CBA applying to Probation Counselor Supervisors (with the exception of Article 11.4), the salary range for Probation Counselor Supervisors will be increased by 3.8 percent, retroactive to February 9, 2024. This will be in addition to wage increases of five percent in 2023 and a 4.5 percent in 2024, similar to the wage increases in 2023 and 2024 in the PROTEC17 Probation Counselor Unit CBA and as agreed to in an earlier Memorandum of Agreement between the City and PROTEC17 following PERC Case No. 138052-E-23. Probation Counselor Supervisors will also be eligible for Executive and Merit Leave, among other items.

Labor Relations developed the following estimates to approximate the costs of ratifying this MOA:

| Probation Counselor Supervisors (4 year contract)                                 |                  |                  |                  |                  |                  |                    |
|---|------------------|------------------|------------------|------------------|------------------|--------------------|
|   | (Baseline)       | 2023<br>(Year 1) | 2024<br>(Year 2) | 2025<br>(Year 3) | 2026<br>(Year 4) | 4 Year Total       |
| Wages   |                  |                  |                  |                  |                  |                    |
| 2023 - Baseline   | \$434,565        |                  |                  |                  |                  |                    |
| 2023 - 5.0%AWI*   |                  | \$456,293        |                  |                  |                  |                    |
| 2024 - 4.5%AWI*   |                  |                  | \$476,826        |                  |                  |                    |
| 2023 - Retro Wage adjustment 3.8%   |                  |                  |                  | \$18,120         |                  |                    |
| 2025 - 2%min to 4%maxAWI  |                  |                  |                  | \$514,744        |                  |                    |
| 2026 - 2%min to 4%maxAWI, plus 1.0%   |                  |                  |                  |                  | \$540,481        |                    |
| 4 year total  |                  |                  |                  |                  |                  | \$1,988,344        |
| Estimate for enhanced vacation/bereavement leave (beg in 2024)                    | \$0              | \$0              | \$3,000          | \$3,000          | \$3,000          | \$9,000            |
| <b>Total</b>  | <b>\$434,565</b> | <b>\$456,293</b> | <b>\$479,826</b> | <b>\$517,744</b> | <b>\$543,481</b> | <b>\$1,997,344</b> |
| <b>Cost over baseline</b>   |                  | <b>\$21,728</b>  | <b>\$45,261</b>  | <b>\$83,179</b>  | <b>\$108,916</b> | <b>\$259,084</b>   |
| <b>Cost over baseline as percentage</b>   |                  | <b>5.00%</b>     | <b>10.42%</b>    | <b>19.14%</b>    | <b>25.06%</b>    | <b>59.62%</b>      |
| <b>Note:</b>  |                  |                  |                  |                  |                  |                    |
| 2023 and 2024 AWI has already been applied to these titles, per MOA dated 6/27/24 |                  |                  |                  |                  |                  |                    |

As noted below, the marginal impact of the MOA is related to the 3.8 percent wage increase and totals approximately \$18,000-\$20,000 per year ongoing, starting retroactively in 2024. This amount is expected to be absorbed by the department within existing budget, with no need for future legislation to appropriate these funds.

## 2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ☐ Yes ☒ No

## 3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City? ☒ Yes ☐ No

| Expenditure Change (\$); | 2024     | 2025 est. | 2026 est. | 2027 est. | 2028 est. |
|--------------------------|----------|-----------|-----------|-----------|-----------|
| General Fund             | \$18,000 | \$19,000  | \$20,000  | \$20,000  | \$20,000  |
| Expenditure Change (\$); | 2024     | 2025 est. | 2026 est. | 2027 est. | 2028 est. |
| Other Funds              | \$0      | \$0       | \$0       | \$0       | \$0       |

| Revenue Change (\$); | 2024 | 2025 est. | 2026 est. | 2027 est. | 2028 est. |
|----------------------|------|-----------|-----------|-----------|-----------|
| General Fund         | \$0  | \$0       | \$0       | \$0       | \$0       |
| Revenue Change (\$); | 2024 | 2025 est. | 2026 est. | 2027 est. | 2028 est. |
| Other Funds          | \$0  | \$0       | \$0       | \$0       | \$0       |

| Number of Positions | 2024 | 2025 est. | 2026 est. | 2027 est. | 2028 est. |
|---------------------|------|-----------|-----------|-----------|-----------|
|                     | 0    | 0         | 0         | 0         | 0         |
| Total FTE Change    | 2024 | 2025 est. | 2026 est. | 2027 est. | 2028 est. |
|                     | 0    | 0         | 0         | 0         | 0         |

### 3.d. Other Impacts

**Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts.**

No. The costs of executing the MOA are detailed above.

**If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.**

**Please describe any financial costs or other impacts of *not* implementing the legislation.** Legislation is required to implement bargained-for wages and changes to union members' working conditions. There may be other implications and legal risks for not authorizing this legislation.

### 4. OTHER IMPLICATIONS

**a. Please describe how this legislation may affect any departments besides the originating department.**

There are financial and operational impacts to Seattle Municipal Court.

**b. Does this legislation affect a piece of property? If yes, please attach a map and explain any impacts on the property. Please attach any Environmental Impact Statements, Determinations of Non-Significance, or other reports generated for this property.**

No.

**c. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.**

**i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**

N/A

**ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**

N/A

**iii. What is the Language Access Plan for any communications to the public?**

N/A

**d. Climate Change Implications**

- i. Emissions:** How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.
  - ii. Resiliency:** Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.
- e. If this legislation includes a new initiative or a major programmatic expansion:** What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?

**5. CHECKLIST**

- ☐ Is a public hearing required?
- ☐ Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?
- ☐ If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?
- ☐ Does this legislation create a non-utility CIP project that involves a shared financial

**6. ATTACHMENTS**

Summary Attachments: None.