Kimberly Loving/Shaun Van Eyk/sb SDHR SPEOG MOU ORD D1a 1 CITY OF SEATTLE ORDINANCE 126806 2 120551 3 COUNCIL BILL 4 5 AN ORDINANCE relating to City employment; authorizing the execution of a Memorandum of 6 Understanding between The City of Seattle and the Seattle Parking Enforcement 7 Officers' Guild; amending Ordinance 126725, which adopted the 2023 Budget; changing 8 appropriations to various departments and budget control levels, and from various funds 9 in the Budget; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City 10 Council. 11 WHEREAS, a collective bargaining agreement between the City of Seattle and the Seattle 12 13 Parking Enforcement Officers' Guild expired on December 31, 2021; and 14 WHEREAS, The City of Seattle and the Seattle Parking Enforcement Officers' Guild entered 15 into negotiations to bargain a successor agreement, and came to an agreement as 16 memorialized in a memorandum of understanding; NOW, THEREFORE, 17 BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS: Section 1. As requested by the Seattle Human Resources Director and recommended by 18 19 the Mayor, the Mayor is authorized on behalf of The City of Seattle to execute a memorandum of 20 understanding with the Seattle Parking Enforcement Officers' Guild substantially in the form 21 attached to this ordinance as Attachment 1 and identified as "Memorandum of Understanding By 22 and Between The City of Seattle and The Seattle Parking Enforcement Officers' Guild." 23 Section 2. In order to pay for necessary costs and expenses in 2023, but for which 24 insufficient appropriations were made due to causes that could not reasonably have been 25 foreseen at the time of the making of the 2023 Budget, appropriations for the following items in 26 the 2023 Budget are increased from the funds shown, as follows:

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Item	Fund	Department	Budget Summary Level	Amount
1.1	General Fund (00100)		Special Operations (BO-SP-P3400)	\$1,147,212
Total				\$1,147,212

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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.

	Kimberly Loving/Shaun Van Eyk/sb SDHR SPEOG MOU ORD D1a					
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 day of					
5	May , 2023, and signed by me in open session in authentication of its					
6	passage this day of May, 2023.					
7	mosqued					
8	President Pro Tem of the City Council					
9	Approved / returned unsigned / vetoed this9th_ day of					
10	Druce C. Hanell					
11	Bruce A. Harrell, Mayor					
12	Filed by me this 9th day of May , 2023.					
13	Am In					
14	Anne Frantilla, Interim City Clerk					
15	(Seal)					
16 17 18 19 20	Attachments: Attachment 1 – Memorandum of Understanding By and Between The City of Seattle and The Seattle Parking Enforcement Officers' Guild					

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN THE CITY OF SEATTLE

AND

THE SEATTLE PARKING ENFORCEMENT OFFICERS' GUILD

RE: Collective Bargaining Agreement Extension, Effective January 1, 2022 through December 31, 2023

This MOU is entered into by and between the City of Seattle (City) and the Seattle Parking Enforcement Officers' Guild, (Guild), (collectively, the Parties) setting forth the terms of a two-year extension to the Parties' previous collective bargaining agreement that expired on December 31, 2021 ("1/1/2019-12/31/2021 CBA"). The Parties agree to the terms and conditions outlined below and agree the term of this MOU shall be January 1, 2022 through December 31, 2023. The Parties further agree that all other terms and conditions of the 1/1/2019-12/31/2021 CBA shall remain in full force and effect during the two-year term of this MOU.

Annual Wage Increase:

- A four percent (4%) Annual Wage Increase (AWI) shall be applied to 2021 base wage rates for all Guild members, and shall be paid retroactively starting the first full pay period of January 2022.
- A two and one-half percent (2.5%) Annual Wage increase (AWI) and a one and one-half percent (1.5%) market adjustment, for a total combined increase of four percent (4%), shall be applied to 2022 base wage rates for all Guild members and shall be paid retroactively starting the first full pay period of January 2023.
- If the Coalition of City Unions receives an AWI adjustment for 2023 that is greater than the combined 2.5% AWI and the 1.5% market adjustment combined, the city agrees to increase the Guild's AWI by the difference. (Example: If the Coalition receives a 4.5% AWI, then Guild members would receive an additional .5% AWI on top of their existing 4% increase for 2023.)

Additional Holidays:

• Juneteenth and Indigenous Peoples' Day (2nd Monday in October) shall be paid City holidays and will be added to the list of paid holidays in Article 10.1 of the Parties' 1/1/2019-12/31/2021 CBA. These two new paid holidays shall be treated like all other paid holidays, as provided in the Parties' 1/1/2019-12/31/2021 CBA.

Other Terms and Conditions:

• SPEOG agrees to recommend this MOU to its membership.

- From the date of the Guild membership's ratification of this MOU through the expiration date of this MOU, SPEOG agrees the OPA has the authority and jurisdiction to investigate complaints in which a SPEOG member is a named employee or witness.
- In consideration of the uncertainty as to which Department (other than SPD) the Seattle Parking Enforcement Division will ultimately report during the life of this MOU, the Parties agree to work during the course of this MOU to identify and discuss issues associated with identifying the appropriate department in which to place the parking enforcement officers.
- If, during the life of this MOU, Parking Enforcement is moved to another agency (other than SPD), SPEOG will agree to allow OPA investigations to continue and will not contest OPA's jurisdiction and authority to investigate complaints in which a SPEOG member is a named employee or witness. The Parties agree that neither party waives its stance taken prior to the execution of this MOU and after the transfer of Parking Enforcement to SDOT as to OPA's jurisdiction or authority to investigate complaints in which a SPEOG member is a named employee.
- The Guild agrees to not appeal the PERC ruling in Case 134758-U-22.
- The Parties mutual agreement to drop Safety Committee charge and pending bad faith bargaining claims in PERC Case No's: 135059-U-22; 135186-U-22; and 135385-U-22.
- All other terms of the Parties' 1/1/19-12/31/21 CBA will remain in effect through the expiration of this MOU.
- This constitutes the entire agreement between the Parties regarding the subject matter herein and all Parties acknowledge that there are no side agreements, written, oral, or otherwise. No modification to this agreement is valid unless in writing and signed by the Parties.

City of Seattle:		SPEOG:		
Bruce Harrell Mayor	Date	Chrisanne Sapp, SPEOG President	Date	
Shaun Van Eyk Labor Relations Director	Date			
Jeff Clark Labor Negotiator	Date			