

This offer represents a package proposal for *the large*, whereby each described component is interdependent, requiring that the substantive aspect of one component will not be agreed upon unless all other elements are agreed upon. This is an attempt to bring the parties to final resolution.

This proposal is being presented to the Unions by the Executive and at the sole direction of the Executive. Any tentative agreement will require approval by a majority of the City Council to become a binding agreement. Whether the City Council will vote on or approve a tentative agreement is not known, cannot be guaranteed, and is not a mere formality in this matter

**Subject to council approval: This document represents a tentative agreement between the parties. Jeff Clark, Labor Negotiator. 9/22/2021**

## MEMORANDUM OF AGREEMENT

by and between

THE CITY OF SEATTLE MUNICIPAL COURT

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS

LOCAL UNION NO. 763

THIS MEMORANDUM OF UNDERSTANDING is by and between THE CITY OF SEATTLE MUNICIPAL COURT, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the international Brotherhood of Teamsters, hereinafter referred to as the UNION.

- A. **Acknowledgement of Front-Line Worker Pay:** Current City of Seattle employees who have been required to perform work in person at City job sites and offices during the pandemic will be paid a one-time taxable payment of up to \$1,750.00 (pro-rated for part-time employees). Eligible employees must be on the City's payroll on August 1, 2021. Employees who are no longer employed are not eligible to receive this payment. This payment will be paid to eligible employees no later than March 31, 2022 as long as the employee timely files their paperwork.
- B. **Employee Eligibility Self-Attestation:** To qualify for this Acknowledgement of Front-Line Worker Pay and determine lump sum amount, an employee must certify in writing each of the following:

1. **Eligibility for Work Performed in Person** – Employee was directed by management or the work was required to be performed in-person at any time between March 20, 2020 and December 31, 2021.
  2. **Lump Sum Calculation** – Employee may qualify for either a full monthly payment or partial monthly payment according below:
    - a. **Full Monthly Payment** – For each month between March 20, 2020 through December 31, 2021 if an employee was directed by management or the work was required to be performed in-person greater than 110 regular hours in the month, they shall receive \$100 for that month. For each month if you received 100% of the Telework Stipend, you will not receive the Acknowledgement of Front-Line Worker Pay for that month; or,
    - b. **Partial Monthly Payment** – For each month between March 20, 2020 through December 31, 2021 if an employee was directed by management or the work was required to be performed in-person more than 94 regular hours, but less than or equal to 110 regular hours in the month, they shall receive \$50 for that month. For each month if you received 50% of the Telework Stipend, you will receive 50% of the Acknowledgement of Front-Line Worker Pay for that month.
  3. **Total Compensation** – No employee’s combined payment of Telework Reimbursement and Front-Line Worker Acknowledgement Pay shall exceed a maximum of \$100 for any month. The total Front-Line Worker Acknowledgement Pay lump sum payment shall not exceed \$1,750.00.
- C. This Agreement represents the entire agreement and understanding of the Parties as to the subject of this Agreement.
- D. **SEVERABILITY.** If any of the provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions will nevertheless continue to be valid and enforceable. However, if the payment is deemed unlawful or if this Agreement is not ratified by the City Council, the Agreement shall be null and void and any payments previously paid must be paid back to the City. The provisions of this Agreement will not be construed against any party.
- E. **DISPUTES.** Issues arising over the interpretation, application, or enforceability of the provisions of this agreement shall be addressed during labor management meetings convened and held for all signatory unions, upon request by any Party, and shall not be subject to the grievance procedure set forth in the Parties’ collective bargaining agreements.
- F. **NO PRECEDENT.** This Agreement does not constitute a practice or precedent and cannot be used by any of the Parties in any matter or proceeding, except for the purpose of enforcing the Agreement itself. The Parties agree the acknowledgment payment described

above is a one-time payment and arises out of the unique circumstances of the public health emergency.

G. TERM OF AGREEMENT. This Agreement shall expire on March 31, 2022

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

FOR THE CITY OF SEATTLE

\_\_\_\_\_  
Jenny A. Durkan, Mayor Date

\_\_\_\_\_  
Kimberly Loving, Acting Director Date  
Seattle Department of Human Resources

\_\_\_\_\_  
Jeff Clark, Interim Labor Relations Dir. Date  
Seattle Department of Human Resources

MUNICIPAL COURT BARGAINING  
UNITS

\_\_\_\_\_  
Hon. Willie Gregory, Presiding Date

\_\_\_\_\_  
Mary Keefe Date  
Teamsters, Local 763, Municipal  
Court (Coalition of City Unions)

\_\_\_\_\_  
Gary Hardnett Jr, President Date  
Municipal Court Marshall's Guild  
(Coalition of City Unions)

\_\_\_\_\_  
Shaun Van Eyk Date  
PROTEC17, Probation Counselors  
(Coalition of City Unions)

\_\_\_\_\_  
Steve Kovac, Business Rep. Date  
IBEW Local 77