

Dan Eder

Date: October 8, 2021

Version: 2

Amendment A

to

CB 120186 – Acknowledgment Pay

Sponsor: CP González

Authorize Ratifying an Agreement with Central Staff Analysts

On page 3, beginning on line 1, add the following new section (and change the other section numbers accordingly):

Section 4. As requested by the Seattle Human Resources Director, the Mayor is authorized on behalf of The City of Seattle (City) to execute an agreement between the City and certain City unions, substantially in the form attached to this ordinance as Attachment 4 and identified as “Agreement by and between PROTEC17 and the City of Seattle.” The Mayor shall only execute this agreement after the union has ratified it.

Effect: This amendment would ratify another tentative agreement regarding additional pay for eligible employees. Specifically, the amendment would ratify the tentative agreement between the City of Seattle’s Legislative Department and the union representing Central Staff analysts. The terms of the tentative agreement that would be added by this amendment are consistent with the material elements of the other agreements addressed in the legislation.

AGREEMENT
BY AND BETWEEN
PROTEC17
AND
THE CITY OF SEATTLE

During the COVID-19 pandemic, many City employees have been required to perform essential functions and deliver critical services to the community that can only be performed in person. Because of COVID-19, these employees may have experienced increased hardship (i.e. lack of public transit, limited access to childcare, etc.). These employees play an essential role in the City and are on the front lines of delivering essential public services. Retention of these employees is of the utmost importance, and the City is providing some additional acknowledgment of their extraordinary efforts. The City also seeks to bolster their morale so they can continue to provide these essential in-person public services through the end of the current public health emergency.

The City of Seattle (“City”) and PROTEC17 (“PROTEC17”), collectively referred to herein as “the Parties,” enter into the following Agreement (“Agreement”):

- A. **ACKNOWLEDGEMENT OF FRONT-LINE WORKER PAY:** Current City of Seattle employees employed by the City’s Legislative Branch, and 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** – An Employee may qualify for either a full monthly payment or partial monthly payment as set forth below:
 - a. **Full Monthly Payment** – For each month between March 9, 2020 through December 31, 2021, if an employee was directed by management or the work was required to be performed in-person for greater than 110 regular hours in the month, the employee shall receive \$100 for that month. However, an employee

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will not be eligible to receive Acknowledgement of Front-Line Worker Pay for any month in which the employee received 100% of the Telework Stipend.

Partial Monthly Payment – For any month in which an employee was directed by management to perform in-person work or where the nature of the work required it to be performed in person more than 94 regular hours but not exceeding 110 regular hours in the month, and where any such employee received 50% of the Telework stipend in that same period, that employee will receive 50% of the Acknowledgement of Frontline 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.
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- C. Upon Tentative Agreement of this proposal, the Council President/Council President Pro Tem will modify their March 6, 2021 directive, making employee telework voluntary effective no sooner than November 29, 2021, and notifying employees that they will still receive the allowance as set forth the City’s Fixed Rate Utility Allowance Memorandum Of Understanding which expires October 18, 2021, until telework is made voluntary. Should telework be made voluntary before January 19, 2022, eligible employees may elect to continue their current telework arrangement until January 19, 2022, unless there is a business need for them to return to the worksite. While the Parties understand that continued telework may be considered voluntary on the part of the employee on or after November 29, 2021, the Department will maintain the sole discretion on whether there is a business need for the employee to return to the worksite prior to that date. Where the Department exercises such discretion, it will provide a notice to any impacted employee and the union, setting forth the clear and succinct legitimate business need for the employee’s return to the workplace.
 - D. This Agreement represents the entire agreement and understanding of the Parties as to the subject of this Agreement.
 - E. **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.
 - F. **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.

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G. **NO PRECEDENT.** This Agreement does not constitute a practice or precedent and cannot be used by the Parties in any matter or proceeding, except for the sole 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.

H. **TERM OF AGREEMENT.** This Agreement shall expire on April 1, 2022.

SIGNED this _____ day of _____ 2021.

FOR THE CITY OF SEATTLE

M. Lorena González, Council President

FOR PROTEC 17

Shaun Van Eyk, Union Representative

PROTEC17