

Ordinance No. 123165

Council Bill No. 116695

AN ORDINANCE relating to City employment; authorizing the Mayor to sign and execute a memorandum of understanding between the City of Seattle and certain City unions, and a memorandum of understanding between the City of Seattle and the Seattle Municipal Court and certain City unions, both memoranda establishing a furlough program in 2010; and ratifying and confirming prior acts.

CF No. _____

Date Introduced:	<u>10-19-07</u>	
Date 1st Referred:	To: (committee) <u>Budget</u>	
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage:	Full Council Vote: <u>9-0</u>	
Date Presented to Mayor:	Date Approved: <u>12-1-09</u>	
Date Returned to City Clerk:	Date Published:	T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
<u>12-3-09</u>		
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: *Jean Goodwin*
Councilmember

Committee Action:

11-10-09 Pass JG, SC, RC, BH, RM, TR

11-23-09 Passed 9-0

This file is complete and ready for presentation to Full Council. Committee: _____ (initial/date)

Law Department

Law Dept. Review	OMP Review	City Clerk Review	Electronic Copy Loaded	Indexed
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1 Section 1. As requested by the Personnel Director and recommended by the Mayor, the
2 Mayor is hereby authorized for and on behalf of the City of Seattle to sign and/or execute the
3 memorandum of understanding between the City and certain unions within the Coalition of City
4 Unions substantially in the form attached hereto as Attachment 1 and identified as
5 “Memorandum of Understanding by and between the City of Seattle and the Coalition of City
6 Unions.”
7

8 Section 2. As requested by the Personnel Director and recommended by the Mayor, the
9 Mayor is hereby authorized for and on behalf of the City of Seattle to sign and/or execute the
10 memorandum of understanding between the City and the Seattle Municipal Court and certain
11 unions within the Coalition of City Unions operating in the Seattle Municipal Court,
12 substantially in the form attached hereto as Attachment 2 and identified as “Memorandum of
13 Understanding by and between City of Seattle, the Seattle Municipal Court and Teamsters, Local
14 763 – Municipal Court, I.F.P.T.E. Local 17 - Municipal Court Probation, Seattle Municipal
15 Court Marshals Guild.”
16

17 Section 3. Any act consistent with the authority and prior to the effective date of this
18 ordinance is hereby ratified and confirmed.
19

20 Section 4. This ordinance shall take effect and be in force thirty (30) days from and after
21 its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days
22 after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.
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28



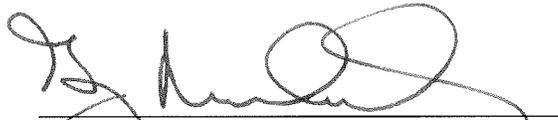
1 Passed by the City Council the 23rd day of November, 2009, and

2 signed by me in open session in authentication of its passage this

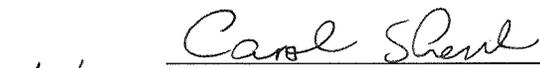
3 23rd day of November, 2009.

4 
5 _____
6 President _____ of the City Council

7 Approved by me this 1st day of December, 2009.

8 
9 _____
10 Gregory J. Nickels, Mayor

11 Filed by me this 3rd day of December, 2009.

12 
13 _____
14 Acting City Clerk

15 (Seal)

16 Attachments

17 Attachment 1: Memorandum of Understanding by and between the City of Seattle and the
18 Coalition of City Unions

19 Attachment 2: Memorandum of Understanding by and between City of Seattle, the Seattle
20 Municipal Court and Teamsters, Local 763 – Municipal Court, I.F.P.T.E. Local 17 - Municipal
21 Court Probation, Seattle Municipal Court Marshals Guild



MEMORANDUM OF UNDERSTANDING

By and between

THE CITY OF SEATTLE

And

THE COALITION OF CITY UNIONS

This Memorandum of Understanding ("MOU") is entered into between the City of Seattle ("City") and the individual unions that are signatory to this MOU that are also members of the Coalition of City Unions ("Coalition"). Collectively, the City and the Coalition shall be known as "the Parties."

The Parties agree to amend their collective bargaining agreements to incorporate the following terms and conditions:

I. 2010 Furloughs

- 1) Scope. All employees who are members of unions that are signatory to this Agreement shall participate in furloughs, except for certain employees whose job titles and positions the Parties have identified as exceptions. The Parties shall convene a labor-management meeting prior to the first furlough in order to reach agreement on exceptions or alternatives to Schedule A or B.

Scheduled furlough days may not be cancelled or rescheduled except in the event of an emergency with the approval of the Mayor's Office. If this occurs the employee shall schedule a different furlough day in the same or subsequent pay period in which the furlough occurs on the day before or after their weekend. Work performed on the previously scheduled furlough day shall not be paid overtime except as required by applicable collective bargaining agreement or the FLSA.

- 2) Total Furlough Hours. Full-time employees subject to furloughs shall each take a number of unpaid furlough days totaling eighty (80) hours (or a pro-rated equivalent for part-time employees) in 2010.
- 3) Scheduling of Furlough Days. Scheduling of furlough days shall be determined by the City on a department or work unit basis, and will be according to operational need. Employees will be assigned furlough dates in 2010 on either Schedule A or Schedule B, as scheduled by their departments, to equal a total of eighty (80) hours (pro-rated for part-

Attachment 1 to ORD



time employees). Employees on alternative schedules shall schedule furlough days in order to equal a total of eighty (80) hours (e.g., employees on 4/10s shall take eight (8) furlough days of ten (10) hours each). For employees on alternative work schedules whose regular day off falls on a furlough day, furloughs shall be scheduled during the same payroll week in which the furlough occurs, with the department head's approval.

Schedule A

Friday, January 15, 2010
Friday, February 12, 2010
Friday, March 12, 2010
Friday, April 9, 2010
Friday, May 28, 2010
Friday, July 2, 2010
Friday, August 6, 2010
Friday, September 3, 2010
Friday, October 8, 2010
Thursday, December 23, 2010

Schedule B

Tuesday, January 19, 2010
Tuesday, February 16, 2010
Monday March 15, 2010
Monday, April 12, 2010
Tuesday, June 1, 2010
Tuesday, July 6, 2010
Monday, August 9, 2010
Tuesday, September 7, 2010
Monday, October 11, 2010
Monday, December 27, 2010

- 4) Leave Accrual. Furlough days will accrue sick leave and vacation time. However, furlough hours may not count towards the hours thresholds used to determine vacation accrual rates. The value of such accrued leave will either be accrued as earned or will be loaded into employees' leave balances by the end of 2010.
- 5) Holidays. Furlough hours will not affect employee holiday pay or holiday benefits.
- 6) Personal Holidays. Furlough hours will count towards the hours threshold used to determine the number of personal holidays received.
- 7) Wage Exemption. Employees whose pay is less than eighteen dollars (\$18.00) an hour may opt to use paid vacation, personal holidays, or compensatory time during their absence for a furlough day.
- 8) Retirement. The City and employees will not make contributions into the retirement system for furlough days, nor will employees receive service credit for retirement for furlough days.

An employee assigned to a work group subject to furloughs who plans to retire by December 31, 2012, shall be permitted to use vacation or compensatory time on furlough dates, provided he or she submits a written notice of intent to retire to his or her Human Resources unit no later than December 31, 2010. Should such employee not retire by December 31, 2012, the employee shall return payment for the leave used on furlough days to the City either by pay or deduction of equivalent vacation or compensatory hours.



- 9) Health Insurance and Other Benefits. Medical, dental, vision and any other insured benefits coverage shall not be impacted by the furloughs.
 - 10) Personnel Processes. Furloughs will not count as a break in service and shall not impact seniority, step placement, probationary periods and trial service periods.
 - 11) Temporary Employees and Volunteers. Temporary employees and volunteers shall not be assigned to perform work to cover the time loss associated with furloughs.
 - 12) The Parties will use their labor-management committees as a forum for discussion and resolution of implementation issues associated with furloughs.
- II. Contracting Out and Span of Control. The City agrees to convene labor-management meetings with unions signatory to this Agreement to review the City's 2010 budgetary process relating to contracting out and span of control issues. One purpose of the City's review is intended to reduce or eliminate the practice of contracting out of work that can be performed by the City employees to further reduce the need for employee layoffs or reductions of work hours.
- III. Reinstatement and Project Hire. The length of time an employee may remain on the reinstatement list for a position from which he or she was laid off in 2009 or 2010 shall increase from one (1) year to two (2) years. The length of time that an employee may participate in Project Hire for an employee laid off in 2009 or 2010 shall increase from one (1) year to two (2) years.
- IV. Other Terms and Conditions.
- 1) The Parties may reopen and negotiate the terms of this MOU by mutual agreement.
 - 2) To the extent that collective bargaining agreements, City procedures, rules or guidelines conflict with this MOU, this MOU shall prevail.
 - 3) Any dispute regarding the interpretation and/or application of this MOU shall be addressed pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one Union has the same or similar dispute, the grievances shall be consolidated.
 - 4) It is the intent of this agreement to mitigate layoffs of Coalition union members signatory to this agreement.

SIGNED this _____ day of _____ 2009.

Executed under the Authority
of Ordinance No. _____

Attachment 1 to ORD



FOR THE CITY OF SEATTLE

Gregory J. Nickels,
Mayor

Mark M. McDermott
Personnel Director

David Bracilano
Labor Relations Director

FOR THE COALITION OF CITY UNIONS

Fernando Arevalo, Business Representative
I.U. Painters and Allied Trades,
District Council #5

Bill Dennis, Staff Representative
W.S.C.C.C.E., Locals 21 and 21P

Scott Best, President
Seattle Police Dispatchers' Guild

Diana Douglas, Union Representative
I.F.P.T.E., Local 17 - PTA

David Barnhart, Business Representative
Boilermakers Union, Local 104

Ethan Fineout, Staff Representative
W.S.C.C.C.E., Local 21Z

Melody Coffman, Business Representative
IAMAW, Local 289

Marty Fox, Business Representative
Sheet Metal Workers, Local 66

Dennis Conklin, Regional Director
Inland Boatmen's Union of the Pacific

Ian Gordon, Business Representative
P.S.I.E., Local 1239 Rec Unit



David A. Grage, Secretary-Treasurer
Teamsters, Local 763 (JCC)

Guadalupe Perez, Union Representative
I.F.P.T.E., Local 17 - PTA

Joseph Bowen Jeffers, III
P.S.I.E., Local 1239 Security Officers

Rick Sawyer, Secretary, Treasurer
H.E.R.E., Local 8

Patti Kieval, Union Representative
I.F.P.T.E., Local 17 - IT, PTA

Jeff Skillman, Business Representative
Pacific Northwest Regional Council of
Carpenters

Janet Lewis, Business Representative
I.B.E.W., Local 46

Tracey A. Thompson, Secretary-Treasurer
Teamsters, Local 117 JCC Unit, Admissions
Unit, Community Service Officers &
Evidence Warehouse

John L. Masterjohn, Business Manager
P.S.I.E., Local 1239 and Local 1239 Security
Officers (JCC); Local 1239 Recreation Unit

William J. Wickline, Business Representative
I.A.T.S.E., Local 15

Jeff Frazier, Business Representative
I.U. Operating Engineers, Local 286

Marty Yellam, Business Representative
U.A. Plumbers and Pipefitters, Local 32

Adrienne Thompson, Union Representative
I.F.P.T.E., Local 17 - PTA

Joe McGee, Executive Director
I.F.P.T.E., Local 17



MEMORANDUM OF UNDERSTANDING

By and between

CITY OF SEATTLE
THE SEATTLE MUNICIPAL COURT

And

TEAMSTERS, LOCAL 763 – MUNICIPAL COURT
I.F.P.T.E. LOCAL 17 – MUNICIPAL COURT PROBATION
SEATTLE MUNICIPAL COURT MARSHALS GUILD

This Memorandum of Understanding (“MOU”) is entered into between the City of Seattle and the Seattle Municipal Court (“Court”) and the individual unions that are signatory to this MOU that are also members of the Coalition of City Unions (“Coalition”). Collectively, the Court, the City, and the unions shall be known as “the Parties.”

The Parties agree to amend their collective bargaining agreements to incorporate the following terms and conditions:

I. 2010 Furloughs

- 1) Scope. All employees who are members of unions that are signatory to this Agreement shall participate in furloughs, except for certain employees whose job titles and positions the Parties have identified as exceptions. The Parties shall convene labor-management meetings prior to the first furlough in order to reach agreement on exceptions or alternatives to the furlough schedule.

Scheduled furlough days may not be cancelled or rescheduled except in the event of an emergency with the approval of the Court Administrator. If this occurs the employee shall schedule a different furlough day in the same or subsequent pay period in which the furlough occurs on the day before or after their weekend. Work performed on the previously scheduled furlough day shall not be paid overtime except as required by applicable collective bargaining agreement or the FLSA.

- 2) Total Furlough Hours. Full-time employees subject to furloughs shall each take a number of unpaid furlough days totaling eighty (80) hours (or a pro-rated equivalent for part-time employees) in 2010.
- 3) Scheduling of Furlough Days. Scheduling of furlough days shall be determined by the Court on a department or work unit basis, and will be according to operational need. Employees will be assigned furlough dates in 2010, as scheduled by their departments, to equal a total of eighty (80) hours (pro-rated for part-time employees). Employees on

Attachment 2 to ORD



alternative schedules shall schedule furlough days in order to equal a total of eighty (80) hours (e.g., employees on 4/10s shall take eight (8) furlough days of ten (10) hours each). Furlough days will generally be scheduled on "premium days," which are the work days preceding and following City holidays, and on other available Fridays throughout 2010.

The Court agrees to discuss how furlough days will be scheduled in labor-management meetings by bargaining unit, including how employee requests for furlough dates may be considered. Employees will not be required to take more than one furlough day within two consecutive pay periods. Furlough dates will be set by the end of 2009.

Premium days are identified as follows:

January 4
January 15 and 19
February 12 and 16
May 28 and June 1
July 2 and 6
September 3 and 7
November 12
November 24 and 29
December 23 and 27
December 30

Other available Friday furlough dates include:

January 8, 22, 29
February 5, 19, 26
March 5, 12, 19, 26
April 2, 9, 16, 23, 30
May 7, 14, 21
June 4, 11, 18, 25
July 9, 16, 23, 30
August 6, 13, 20, 27
September 10, 17, 24
October 1, 8, 15, 22, 29
November 5, 19
December 3, 10, 17

- 4) Leave Accrual. Furlough days will accrue sick leave and vacation time. However, furlough hours may not count towards the hours thresholds used to determine vacation accrual rates. The value of such accrued leave will either be accrued as earned or will be loaded into employees' leave balances by the end of 2010.
- 5) Holidays. Furlough hours will not affect employee holiday pay or holiday benefits.
- 6) Personal Holidays. Furlough hours will count towards the hours threshold used to determine the number of personal holidays received.
- 7) Wage Exemption. Employees whose pay is less than eighteen dollars (\$18.00) an hour may opt to use paid vacation, personal holidays, or compensatory time during their absence for a furlough day.
- 8) Retirement. The City and employees will not make contributions into the retirement system for furlough days, nor will employees receive service credit for retirement for furlough days.



An employee assigned to a work group subject to furloughs who plans to retire by December 31, 2012, shall be permitted to use vacation or compensatory time on furlough dates, provided he or she submits a written notice of intent to retire to his or her Human Resources unit no later than December 31, 2010. Should such employee not retire by December 31, 2012, the employee shall return payment for the leave used on furlough days to the City either by pay or deduction of equivalent vacation or compensatory hours.

- 9) Health Insurance and Other Benefits. Medical, dental, vision and any other insured benefits coverage shall not be impacted by the furloughs.
- 10) Personnel Processes. Furloughs will not count as a break in service and shall not impact seniority, step placement, probationary periods and trial service periods.
- 11) Temporary Employees and Volunteers. Temporary employees and volunteers shall not be assigned to perform work to cover the time loss associated with furloughs.
- 12) The Parties will use their labor-management committees as a forum for discussion and resolution of implementation issues associated with furloughs.

II. Contracting Out and Span of Control. The Court agrees to participate in labor-management meetings convened by the City as appropriate with unions signatory to this Agreement to review the City's 2010 budgetary process relating to contracting out and span of control issues. One purpose of the City's review is intended to reduce or eliminate the practice of contracting out of work that can be performed by the City employees to further reduce the need for employee layoffs or reductions of work hours.

III. Reinstatement and Project Hire. The length of time an employee may remain on the reinstatement list for a position from which he or she was laid off in 2009 or 2010 shall increase from one (1) year to two (2) years. The length of time that an employee may participate in Project Hire for an employee laid off in 2009 or 2010 shall increase from one (1) year to two (2) years.

IV. Other Terms and Conditions.

- 1) The Parties may reopen and negotiate the terms of this MOU by mutual agreement.
- 2) To the extent that collective bargaining agreements, City or Court procedures, rules or guidelines conflict with this MOU, this MOU shall prevail.
- 3) Any dispute regarding the interpretation and/or application of this MOU shall be addressed pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one Union has the same or similar dispute, the grievances shall be consolidated.



- 4) It is the intent of this agreement to mitigate layoffs of Coalition union members signatory to this agreement.

SIGNED this _____ day of _____ 2009.

Executed under the Authority
of Ordinance No. _____

FOR THE CITY OF SEATTLE AND SEATTLE MUNICIPAL COURT

The Honorable Edsonya Charles
Presiding Judge

Gregory J. Nickels,
Mayor

FOR PARTICIPATING MEMBERS OF THE COALITION OF CITY UNIONS

David A. Grage, Secretary-Treasurer
Teamsters, Local 763 (JCC)

Adrienne Thompson, Union Representative
I.F.P.T.E., Local 17 – Municipal Court
Probation

Chris Hamlin, President
Marshals Guild

Joe McGee, Executive Director
I.F.P.T.E., Local 17



2009 DEC 15 PM 1:10

MEMORANDUM OF UNDERSTANDING CITY CLERK

By and between

THE CITY OF SEATTLE

And

THE COALITION OF CITY UNIONS

This Memorandum of Understanding ("MOU") is entered into between the City of Seattle ("City") and the individual unions that are signatory to this MOU that are also members of the Coalition of City Unions ("Coalition"). Collectively, the City and the Coalition shall be known as "the Parties."

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Scheduled furlough days may not be cancelled or rescheduled except in the event of an emergency with the approval of the Mayor's Office. If this occurs the employee shall schedule a different furlough day in the same or subsequent pay period in which the furlough occurs on the day before or after their weekend. Work performed on the previously scheduled furlough day shall not be paid overtime except as required by applicable collective bargaining agreement or the FLSA.

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- 3) Scheduling of Furlough Days. Scheduling of furlough days shall be determined by the City on a department or work unit basis, and will be according to operational need. Employees will be assigned furlough dates in 2010 on either Schedule A or Schedule B, as scheduled by their departments, to equal a total of eighty (80) hours (pro-rated for part-time employees). Employees on alternative schedules shall schedule furlough days in order to equal a total of eighty (80) hours (e.g., employees on 4/10s shall take eight (8)

furlough days of ten (10) hours each). For employees on alternative work schedules whose regular day off falls on a furlough day, furloughs shall be scheduled during the same payroll week in which the furlough occurs, with the department head's approval.

Schedule A

Friday, January 15, 2010
Friday, February 12, 2010
Friday, March 12, 2010
Friday, April 9, 2010
Friday, May 28, 2010
Friday, July 2, 2010
Friday, August 6, 2010
Friday, September 3, 2010
Friday, October 8, 2010
Thursday, December 23, 2010

Schedule B

Tuesday, January 19, 2010
Tuesday, February 16, 2010
Monday March 15, 2010
Monday, April 12, 2010
Tuesday, June 1, 2010
Tuesday, July 6, 2010
Monday, August 9, 2010
Tuesday, September 7, 2010
Monday, October 11, 2010
Monday, December 27, 2010

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III. Reinstatement and Project Hire. The length of time an employee may remain on the reinstatement list for a position from which he or she was laid off in 2009 or 2010 shall increase from one (1) year to two (2) years. The length of time that an employee may participate in Project Hire for an employee laid off in 2009 or 2010 shall increase from one (1) year to two (2) years.

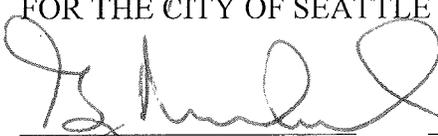
IV. Other Terms and Conditions.

- 1) The Parties may reopen and negotiate the terms of this MOU by mutual agreement.
- 2) To the extent that collective bargaining agreements, City procedures, rules or guidelines conflict with this MOU, this MOU shall prevail.
- 3) Any dispute regarding the interpretation and/or application of this MOU shall be addressed pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one Union has the same or similar dispute, the grievances shall be consolidated.
- 4) It is the intent of this agreement to mitigate layoffs of Coalition union members signatory to this agreement.

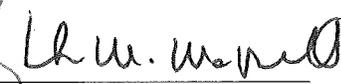
SIGNED this 11 day of December 2009.

Executed under the Authority
of Ordinance No. 123165

FOR THE CITY OF SEATTLE



Gregory J. Nickels,
Mayor

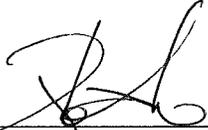


Mark M. McDermott
Personnel Director



David Bracilano
Labor Relations Director

FOR THE COALITION OF CITY UNIONS



Fernando Arevalo, Business Representative
I.U. Painters and Allied Trades,
District Council #5



Bill Dennis, Staff Representative
W.S.C.C.C.E., Locals 21 and 21P

Scott Best, President
Seattle Police Dispatchers' Guild



Diana Douglas, Union Representative
I.F.P.T.E., Local 17 - PTA



David Barnhart, Business Representative
Boilermakers Union, Local 104



Ethan Fineout, Staff Representative
W.S.C.C.C.E., Local 21Z



Melody Coffman, Business Representative
IAMAW, Local 289, 79



Marty Fox, Business Representative
Sheet Metal Workers, Local 66

Dennis Conklin, Regional Director
Inland Boatmen's Union of the Pacific



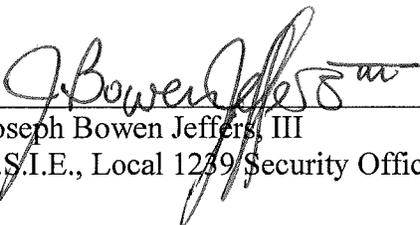
Ian Gordon, Business Representative
P.S.I.E., Local 1239 Rec Unit



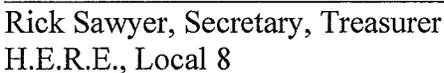
David A. Grage, Secretary-Treasurer
Teamsters, Local 763 (JCC)



Guadalupe Perez, Union Representative
I.F.P.T.E., Local 17 - PTA



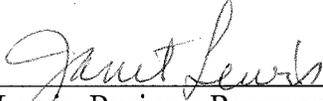
Joseph Bowen Jeffers, III
P.S.I.E., Local 1239 Security Officers



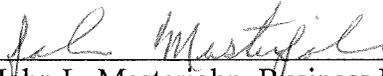
Rick Sawyer, Secretary, Treasurer
H.E.R.E., Local 8



Patti Kieval, Union Representative
I.F.P.T.E., Local 17 - IT, PTA



Janet Lewis, Business Representative
I.B.E.W., Local 46



John L. Masterjohn, Business Manager
P.S.I.E., Local 1239 and Local 1239 Security
Officers (JCC); Local 1239 Recreation Unit

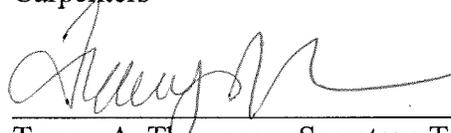


Jeff Frazier, Business Representative
I.U. Operating Engineers, Local 286

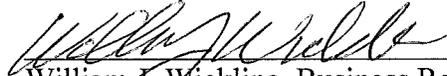


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I.F.P.T.E., Local 17 - PTA

Jeff Skillman, Business Representative
Pacific Northwest Regional Council of
Carpenters

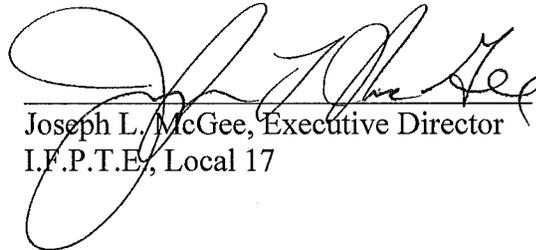


Tracey A. Thompson, Secretary-Treasurer
Teamsters, Local 117 JCC Unit, Admissions
Unit, Community Service Officers &
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William J. Wickline, Business Representative
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Marty Yellam, Business Representative
U.A. Plumbers and Pipefitters, Local 32



Joseph L. McGee, Executive Director
I.F.P.T.E., Local 17

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CITY CLERK

MEMORANDUM OF UNDERSTANDING

By and between

CITY OF SEATTLE
THE SEATTLE MUNICIPAL COURT

And

TEAMSTERS, LOCAL 763 – MUNICIPAL COURT
I.F.P.T.E. LOCAL 17 – MUNICIPAL COURT PROBATION
SEATTLE MUNICIPAL COURT MARSHALS GUILD

This Memorandum of Understanding (“MOU”) is entered into between the City of Seattle and the Seattle Municipal Court (“Court”) and the individual unions that are signatory to this MOU that are also members of the Coalition of City Unions (“Coalition”). Collectively, the Court, the City, and the unions shall be known as “the Parties.”

The Parties agree to amend their collective bargaining agreements to incorporate the following terms and conditions:

I. 2010 Furloughs

- 1) Scope. All employees who are members of unions that are signatory to this Agreement shall participate in furloughs, except for certain employees whose job titles and positions the Parties have identified as exceptions. The Parties shall convene labor-management meetings prior to the first furlough in order to reach agreement on exceptions or alternatives to the furlough schedule.

Scheduled furlough days may not be cancelled or rescheduled except in the event of an emergency with the approval of the Court Administrator. If this occurs the employee shall schedule a different furlough day in the same or subsequent pay period in which the furlough occurs on the day before or after their weekend. Work performed on the previously scheduled furlough day shall not be paid overtime except as required by applicable collective bargaining agreement or the FLSA.

- 2) Total Furlough Hours. Full-time employees subject to furloughs shall each take a number of unpaid furlough days totaling eighty (80) hours (or a pro-rated equivalent for part-time employees) in 2010.
- 3) Scheduling of Furlough Days. Scheduling of furlough days shall be determined by the Court on a department or work unit basis, and will be according to operational need.

Employees will be assigned furlough dates in 2010, as scheduled by their departments, to equal a total of eighty (80) hours (pro-rated for part-time employees). Employees on alternative schedules shall schedule furlough days in order to equal a total of eighty (80) hours (e.g., employees on 4/10s shall take eight (8) furlough days of ten (10) hours each). Furlough days will generally be scheduled on "premium days," which are the work days preceding and following City holidays, and on other available Fridays throughout 2010.

The Court agrees to discuss how furlough days will be scheduled in labor-management meetings by bargaining unit, including how employee requests for furlough dates may be considered. Employees will not be required to take more than one furlough day within two consecutive pay periods. Furlough dates will be set by the end of 2009.

Premium days are identified as follows:

January 4
January 15 and 19
February 12 and 16
May 28 and June 1
July 2 and 6
September 3 and 7
November 12
November 24 and 29
December 23 and 27
December 30

Other available Friday furlough dates include:

January 8, 22, 29
February 5, 19, 26
March 5, 12, 19, 26
April 2, 9, 16, 23, 30
May 7, 14, 21
June 4, 11, 18, 25
July 9, 16, 23, 30
August 6, 13, 20, 27
September 10, 17, 24
October 1, 8, 15, 22, 29
November 5, 19
December 3, 10, 17

- 4) Leave Accrual. Furlough days will accrue sick leave and vacation time. However, furlough hours may not count towards the hours thresholds used to determine vacation accrual rates. The value of such accrued leave will either be accrued as earned or will be loaded into employees' leave balances by the end of 2010.
- 5) Holidays. Furlough hours will not affect employee holiday pay or holiday benefits.
- 6) Personal Holidays. Furlough hours will count towards the hours threshold used to determine the number of personal holidays received.
- 7) Wage Exemption. Employees whose pay is less than eighteen dollars (\$18.00) an hour may opt to use paid vacation, personal holidays, or compensatory time during their absence for a furlough day.
- 8) Retirement. The City and employees will not make contributions into the retirement system for furlough days, nor will employees receive service credit for retirement for furlough days.

An employee assigned to a work group subject to furloughs who plans to retire by December 31, 2012, shall be permitted to use vacation or compensatory time on furlough dates, provided he or she submits a written notice of intent to retire to his or her Human Resources unit no later than December 31, 2010. Should such employee not retire by December 31, 2012, the employee shall return payment for the leave used on furlough days to the City either by pay or deduction of equivalent vacation or compensatory hours.

- 9) Health Insurance and Other Benefits. Medical, dental, vision and any other insured benefits coverage shall not be impacted by the furloughs.
- 10) Personnel Processes. Furloughs will not count as a break in service and shall not impact seniority, step placement, probationary periods and trial service periods.
- 11) Temporary Employees and Volunteers. Temporary employees and volunteers shall not be assigned to perform work to cover the time loss associated with furloughs.
- 12) The Parties will use their labor-management committees as a forum for discussion and resolution of implementation issues associated with furloughs.

II. Contracting Out and Span of Control. The Court agrees to participate in labor-management meetings convened by the City as appropriate with unions signatory to this Agreement to review the City's 2010 budgetary process relating to contracting out and span of control issues. One purpose of the City's review is intended to reduce or eliminate the practice of contracting out of work that can be performed by the City employees to further reduce the need for employee layoffs or reductions of work hours.

III. Reinstatement and Project Hire. The length of time an employee may remain on the reinstatement list for a position from which he or she was laid off in 2009 or 2010 shall increase from one (1) year to two (2) years. The length of time that an employee may participate in Project Hire for an employee laid off in 2009 or 2010 shall increase from one (1) year to two (2) years.

IV. Other Terms and Conditions.

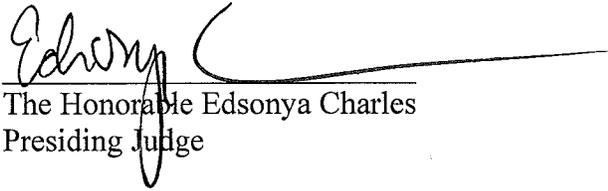
- 1) The Parties may reopen and negotiate the terms of this MOU by mutual agreement.
- 2) To the extent that collective bargaining agreements, City or Court procedures, rules or guidelines conflict with this MOU, this MOU shall prevail.
- 3) Any dispute regarding the interpretation and/or application of this MOU shall be addressed pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one Union has the same or similar dispute, the grievances shall be consolidated.

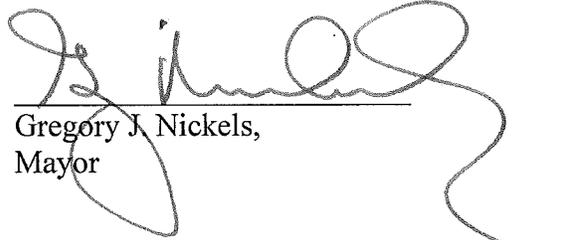
- 4) It is the intent of this agreement to mitigate layoffs of Coalition union members signatory to this agreement.

SIGNED this 11 day of December 2009.

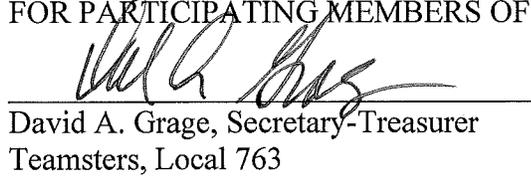
Executed under the Authority
of Ordinance No. 123165

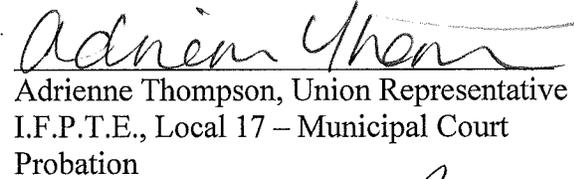
FOR THE CITY OF SEATTLE AND SEATTLE MUNICIPAL COURT

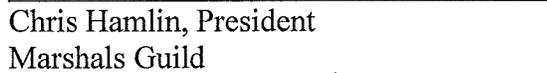

The Honorable Edsonya Charles
Presiding Judge

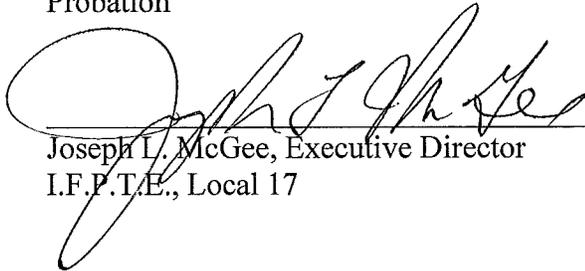

Gregory J. Nickels,
Mayor

FOR PARTICIPATING MEMBERS OF THE COALITION OF CITY UNIONS


David A. Grage, Secretary-Treasurer
Teamsters, Local 763


Adrienne Thompson, Union Representative
I.F.P.T.E., Local 17 – Municipal Court
Probation


Chris Hamlin, President
Marshals Guild


Joseph L. McGee, Executive Director
I.F.P.T.E., Local 17

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Personnel	David Bracilano/47874 Sarah Butler/47929	Amy Williams/32651

Legislation Title:

AN ORDINANCE relating to City employment; authorizing the Mayor to sign and execute a memorandum of understanding between the City of Seattle and certain City unions, and a memorandum of understanding between the City of Seattle and the Seattle Municipal Court and certain City unions, both memoranda establishing a furlough program in 2010; and ratifying and confirming prior acts.

• **Summary of the Legislation:**

This legislation authorizes the Mayor to sign and execute two memoranda of understanding establishing a 2010 furlough program for employees who are represented by various unions.

• **Background:** *(Include brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable):*

As a result of the national economic crisis, the City has been experiencing revenue shortfalls and is facing large cuts to its 2010 operating budget. The City has identified unpaid employee furloughs in 2010 as one approach to reducing operating costs while mitigating the number of layoffs required. This proposed Council Bill authorizes the Mayor to sign and execute two memoranda of understanding establishing a furlough program for 2010; one memorandum of understanding between the City and certain unions in the Coalition of City Unions (hereafter, "Coalition") and one between the City and the Municipal Court and certain unions in the Coalition. According to estimates prepared by Labor Relations, this legislation affects approximately 4,400 represented City employees, not including employees who may be exempt from the furlough.

The furlough program will consist of 80 hours of unpaid time per employee in 2010, pro-rated for part-time employees. In most cases, furlough dates will be scheduled on alternating days so that departments will remain open for business. Certain employees, such as those making less than \$18.00 per hour or those planning on retiring by the end of 2012, may opt to use paid time off on furlough days. Employees will receive most benefits and working conditions on furlough days that they would receive while taking paid leave, including accrual of sick and vacation leave, retention of holiday pay and benefits, and continuation of personnel processes (furloughs will not count as a break in service and will not affect seniority, step placement, or length of trial service or probationary periods). The City and employees will not make contributions to the Retirement System for furlough time, nor will employees receive retirement service credit for



unpaid furlough time. The memoranda of understanding authorized by this legislation also provide forums through which the Coalition and the City jointly review contracting out processes and identify span of control issues, in addition to extending the period of time from one year to two years that an employee may participate in the "Project Hire" job placement program and/or remain on the reinstatement list for a position from which he or she was laid off in 2009 or 2010.

- *Please check one of the following:*

 This legislation does not have any financial implications. *(Stop here and delete the remainder of this document prior to saving and printing.)*

 X **This legislation has financial implications.** *(Please complete all relevant sections that follow.)*

Spending/Cash Flow: *This table should be completed only in those cases where part or all of the funds authorized by this legislation will be spent in a different year than when they were appropriated (e.g., as in the case of certain grants and capital projects). Details surrounding spending that will occur in future years should be provided in the Notes section below the table.*

Fund Name & #	Department	Budget Control Level*	2009 Expenditures	2010 Anticipated Expenditures
				See Below
TOTAL				See Below

* See budget book to obtain the appropriate Budget Control Level for your department.

Notes:

This action, coupled with the furlough program for non-represented employees, will result in an estimated General Fund savings of \$6.5 million and non-General Fund savings of \$11.6 million. This dollar amount does not include savings lost due to the furlough exemption for employees making less than \$18.00 per hour in 2010, or for those employees unable to furlough for operational reasons (i.e. 24/7 operations). Additionally, savings may further be eroded by permitting employees who state their intent to retire by the end of 2012 to use paid leave on furlough days. Labor Relations was not able to estimate the amount of savings lost to employees not participating in furloughs.

- **What is the financial cost of not implementing the legislation?** *(Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs if the legislation is not implemented.)*

If this legislation is not ratified by City Council, the City may not implement the 2010 furlough



program for Coalition members.

- **Does this legislation affect any departments besides the originating department?** • *If so, please list the affected department(s), the nature of the impact (financial, operational, etc)., and indicate which staff members in the other department(s) are aware of this Bill.*

This legislation affects most City departments. Departments participating in furlough programs will be impacted both financially and operationally. The City will realize an approximate 3.8% salary savings for employees participating in the furloughs in 2010. However, departments will need to plan for the operational impacts of reduced staffing on furlough days. City Personnel has communicated with department management and City employees regarding details surrounding the unpaid furlough program.

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** *(Include any potential alternatives to the proposed legislation, such as reducing fee-supported activities, identifying outside funding sources for fee-supported activities, etc.)*

None.

- **Is the legislation subject to public hearing requirements:** *(If yes, what public hearings have been held to date, and/or what plans are in place to hold a public hearing(s) in the future.)*

No.

- **Other Issues** *(including long-term implications of the legislation):*

None

- **List attachments to the fiscal note below:** *(Please include headers with version numbers on all attachments, as well footers with the document's name (e.g., DOF Property Tax Fisc Att A)*

None.





City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

September 25, 2009

Honorable Richard Conlin
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Conlin:

I am transmitting the attached proposed Council Bill for consideration with the 2010 Proposed Budget. This legislation establishes a furlough program in 2010 for certain City employees who are represented by unions.

In response to the extraordinary financial challenges Seattle is facing as a direct result of the national economic crisis, my 2010 Proposed Budget identifies significant budget reductions throughout City government. Last month, the majority of City Unions voted to implement an employee furlough program to help address the budget shortfall and avoid widespread layoffs. The attached Ordinance authorizes the furlough program for approximately 4,400 of the City's represented employees, not including employees who may be exempt from the furlough. This action, coupled with the furlough program for non-represented employees, will result in an estimated General Fund savings of \$6.5 million and non-General Fund savings of \$11.6 million.

Furloughs shall generally consist of 80 hours of unpaid time, with pro-rated furlough hours for part-time employees. In most cases, furlough dates will be scheduled on alternating days so that departments will remain open for business. Certain employees, such as those making less than \$18.00 per hour or those planning on retiring by the end of 2012, may opt to use appropriate paid leave on furlough days. Employees will receive most benefits and working conditions on furlough days that they would receive while taking paid leave. Neither the City nor its employees will make contributions to the Retirement System for furlough time, nor will employees receive retirement service credit for unpaid furlough time. This legislation also extends the period of time from one year to two years that an employee may participate in the job placement program "Project Hire" and remain on the reinstatement list for a position from which he or she was laid off in 2009 or 2010.

I know you join me in expressing appreciation to the many City employees, their families, and the unions who, through their support of the 2010 furlough program, are doing their part to help address current financial realities and participate in the creation of a sound and sustainable budget to help see Seattle through these difficult economic times.

Sincerely,

A handwritten signature in black ink, appearing to read 'Greg Nickels', written over a large, stylized signature graphic.

GREG NICKELS
Mayor of Seattle

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749

Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, E:mail: mayors.office@seattle.gov

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STATE OF WASHINGTON – KING COUNTY

--SS.

248065
CITY OF SEATTLE, CLERKS OFFICE

No. 73-75,77,79-80,85

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

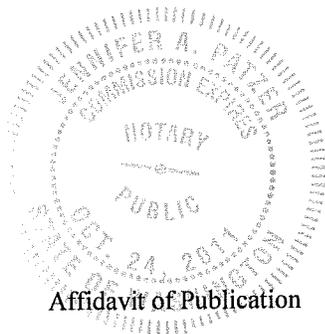
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:123156-59,63-66,68-69

was published on

12/10/09

The amount of the fee charged for the foregoing publication is the sum of \$ 254.70, which amount has been paid in full.



[Signature]
Subscribed and sworn to before me on
12/10/09
[Signature]
Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on November 23, 2009, and published here by title only, will be mailed upon request, or can be accessed at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 123156

AN ORDINANCE relating to contracting indebtedness; authorizing and providing for the issuance and sale of limited tax general obligation bonds to pay all or part of the cost of financing elements of the City's capital improvement program, issuing and selling the bonds; and other City purposes approved by ordinance; providing for terms and sale of the bonds; creating a project fund; amending Ordinance 122848; and ratifying and confirming certain prior acts.

ORDINANCE NO. 123157

AN ORDINANCE related to funding from non-City sources; authorizing City Department Heads and certain Directors governed by SMC Chapter 3.14 to accept certain grants in amounts not to exceed Fifteen Thousand Dollars, to negotiate and execute contracts and agreements in order to receive funding under those grants and make associated expenditures in accordance with the terms of the applicable grants; and creating a new chapter 5.33 in the Seattle Municipal Code.

ORDINANCE NO. 123158

AN ORDINANCE relating to jail services; authorizing the Mayor to execute with the City of Bellevue a proceeds distribution and hold harmless agreement for Seattle's share of real property sale proceeds to be used to facilitate the reduction of Seattle's jail population housed by King County; and ratifying and confirming certain prior acts.

ORDINANCE NO. 123159

AN ORDINANCE relating to the Department of Parks and Recreation; establishing the 2010 fee schedule for the use of park properties and other park and recreation facilities and services; superseding previous park and recreation fee schedules; and amending Section 18.28.010 of the Seattle Municipal Code.

ORDINANCE NO. 123163

AN ORDINANCE relating to the Seattle Department of Transportation's financing of certain capital activities for street paving purposes; and amending Ordinance 122641 to extend the term of an interfund loan.

ORDINANCE NO. 123164

AN ORDINANCE relating to the financing of the South Lake Union Streetcar project; amending Ordinance 122603 to extend the term of an interfund loan.

ORDINANCE NO. 123165

AN ORDINANCE relating to City employment; authorizing the Mayor to sign and execute a memorandum of understanding between the City of Seattle and certain City unions, and a memorandum of understanding between the City of Seattle and the Seattle Municipal Court and certain City unions, both memoranda establishing a furlough program in 2010; and ratifying and confirming prior acts.

ORDINANCE NO. 123166

AN ORDINANCE relating to City employment; establishing a 2010 furlough program for certain employees not covered by collective bargaining agreements; extending the time employees laid off in 2009 and 2010 would be in Project Hire and on reinstatement lists from one year to two; and ratifying and confirming prior acts.

ORDINANCE NO. 123168

AN ORDINANCE relating to the municipal water system of The City of Seattle; adopting a system or plan of additions or betterments to or extensions of the existing municipal water system; authorizing the issuance and sale of water system revenue bonds, in one or more series, for the purposes of paying part of the cost of carrying out that system or plan, providing a bond reserve and paying the costs of issuing and selling the bonds; providing for the terms, conditions, covenants and manner of sale of those bonds; describing the lien of the bonds; creating certain accounts of the City relating to those bonds; and ratifying and confirming certain prior acts.

ORDINANCE NO. 123169

AN ORDINANCE relating to the electric system of The City of Seattle; authorizing the issuance and sale of municipal light and power revenue bonds for the purposes of providing funds for certain additions and betterments to and extensions of the existing municipal light and power plant and system of the City, capitalizing interest on and paying the costs of issuing and selling those bonds and providing for the reserve fund requirement; providing for the terms, conditions, covenants and manner of sale of those bonds; describing the lien of those bonds; and ratifying and confirming certain prior acts.

ORDINANCE NO. 123173

AN ORDINANCE relating to compensation for certain City officers and employees not covered by collective bargaining agreements; and providing salary increases effective January 5, 2011.

ORDINANCE NO. 123174

AN ORDINANCE relating to City employment; authorizing the Mayor to execute a memorandum of understanding between the City of Seattle and certain individual unions in the Coalition of City Unions, a memorandum of understanding between the City of Seattle and the Pacific Northwest Regional Council of Carpenters, and a memorandum of understanding between the City of Seattle and the International Association of Machinists and Aerospace Workers District Lodge 160, Local 289, all amending collective bargaining agreements expiring December 31, 2010.

ORDINANCE NO. 123175

AN ORDINANCE amending the 2009 Adopted Budget, including the 2009-2014 Capital Improvement Program (CIP); changing appropriations to various departments and budget control levels, and from various funds in the Budget; creating a new Budget Control Level; adding a new project and revising project allocations for certain projects in the 2009-2014 CIP; making cash transfers between funds; and ratifying and confirming certain prior acts, all by a three-fourths vote of the City Council.

ORDINANCE NO. 123177

AN ORDINANCE adopting a budget, including a capital improvement program and position modifications, for the City of Seattle for 2010; creating a barrier fund; creating positions exempt from civil service; and finding that 2010 General Fund contributions to the Park and Recreation Fund exceed the requirements set forth under Article XI, Section 3 of the City Charter; all by a two-thirds vote of the City Council.

ORDINANCE NO. 123179

AN ORDINANCE authorizing the levy of regular property taxes by the City of Seattle for collection in 2010, representing an increase above the regular property taxes levied for collection in 2009; and ratifying and confirming certain prior acts.

ORDINANCE NO. 123180

AN ORDINANCE relating to the levy of property taxes; fixing the rates and/or amounts of taxes to be levied, and levying the same upon all taxable property, both real and personal, in the City of Seattle, to finance the departments and activities of City government and to provide for the general obligation bond interest and redemption require-

ments for the year beginning on the first day of January 2010; ratifying and confirming certain prior acts; and by a vote of a majority plus one of the Seattle City Council, finding a substantial need to use, and providing for the use of, 101% as the regular property tax limit factor.

ORDINANCE NO. 123185

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Publication ordered by the City Clerk
Date of publication in the Seattle Daily Journal of Commerce, December 10, 2009.

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