

#3

Susan Coskey/David Bracilano/sb
PER PEO MOU 2014
July 8, 2014
Version #1

CITY OF SEATTLE
ORDINANCE _____

COUNCIL BILL 118212

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AN ORDINANCE relating to City employment; authorizing the execution of a memorandum of understanding between the City of Seattle and the Seattle Parking Enforcement Officers' Guild; providing payment therefor; and ratifying and confirming prior acts.

WHEREAS, a collective bargaining agreement providing for the wages, benefits and other conditions of employment between the City and the Seattle Parking Enforcement Officers' Guild expired on December 31, 2013; and

WHEREAS, employees represented by the Seattle Parking Enforcement Officers' Guild continued to work after December 31, 2013 on condition that the subject of their wages, benefits and other conditions of employment continued to be negotiated during collective bargaining; and

WHEREAS, collective bargaining has led to an agreement between the City and the Seattle Parking Enforcement Officers' Guild concerning wages, benefits and other conditions of employment;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Personnel Director and recommended by the Mayor, the Mayor is authorized on behalf of the City to execute a memorandum of understanding between the City and the Seattle Parking Enforcement Officers' Guild effective January 1, 2014 through December 31, 2014, substantially in the form attached to this ordinance as Attachment 1 and identified as "Memorandum of Understanding by and between the City of Seattle and the Seattle Parking Enforcement Officers' Guild."

Section 2. The heads of employing units and/or their designees are authorized to use unexpended and unencumbered salary funds accumulating in their budgets to pay the compensation authorized in the attached collective bargaining agreement.



1 Section 3. Any act consistent with the authority and prior to the effective date of this
2 ordinance is ratified and confirmed.

3 Section 4. This ordinance shall take effect and be in force 30 days after its approval by
4 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
5 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

6 Passed by the City Council the ____ day of _____, 2014, and
7 signed by me in open session in authentication of its passage this
8 ____ day of _____, 2014.

9
10 _____
11 President _____ of the City Council

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13 Approved by me this ____ day of _____, 2014.

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15 _____
16 Edward B. Murray, Mayor

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18 Filed by me this ____ day of _____, 2014.

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20 _____
21 Monica Martinez Simmons, City Clerk

22 (Seal)

23 Attachments:

24 Attachment 1: Memorandum of Understanding by and between the City of Seattle and the Seattle
25 Parking Enforcement Officers' Guild



MEMORANDUM OF UNDERSTANDING

By and between

THE CITY OF SEATTLE

and the

SEATTLE PARKING ENFORCEMENT OFFICERS' GUILD

For the time period of January 1, 2014 through December 31, 2014

- 1) Effective January 1, 2014, the wages of all job titles represented by the Seattle Parking Enforcement Officers' Guild shall be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2011 through June 2012 to the period August 2012 through June 2013, provided however, that said percentage increase shall not be less than zero.
- 2) On or after September 1, 2014, the parties agree that they may engage in bargaining over additional wage adjustments with an effective date subject to negotiations, except that in no event shall such date be earlier than January 1, 2014.
- 3) All other terms and conditions of the Parties' Collective Bargaining Agreement that expired on December 31, 2013 shall continue through December 31, 2014, except as specified herein.
- 4) Effective upon signing of this Memorandum of Understanding, the parties agree that they may engage in bargaining over changes to the City's Retirement System, provided, however, that in no event shall the implementation of changes to the City's Retirement system begin prior to January 1, 2015.
- 5) The City has the right to implement a "minimum wage" in calendar year 2014. The appropriate representatives from the City, or their designees, who are responsible for the consideration and implementation of a "minimum wage" for City employees will meet with a representative of SPEOG, if SPEOG so requests, to discuss the issue. These discussions are informational only and are not to be considered negotiations.
- 6) This Memorandum of Understanding shall become effective upon signature.



- 7) Following ratification of this Memorandum of Understanding, the parties agree to immediately meet and negotiate in good faith regarding the issues spoken to in the parties' 2012 Shift Selection Memorandum of Agreement.

SIGNED this _____ day of _____ 2014.

Executed under the Authority

of Ordinance No. _____

FOR THE CITY OF SEATTLE

Edward B. Murray,
Mayor

Susan L. Coskey,
Personnel Director

David Bracilano,
Labor Relations Director

FOR THE SEATTLE PARKING ENFORCEMENT OFFICERS' GUILD

Aaron Paston,
President



FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Personnel	David Bracilano/47874 Sarah Butler/47929	Candice Livingston/37274

Legislation Title:

AN ORDINANCE relating to City employment; authorizing the execution of a memorandum of understanding between the City of Seattle and the Seattle Parking Enforcement Officers' Guild; providing payment therefor; and ratifying and confirming prior acts.

Summary of the Legislation:

This legislation authorizes the Mayor to implement a Memorandum of Understanding ("MOU") between the City of Seattle and the Seattle Parking Enforcement Officers' Guild ("SPEOG") that is consistent with the terms of the one-year 2014 agreement between the City and the Coalition of City Unions. The MOU is a one year agreement for wages, benefits, hours and other working conditions between the City and SPEOG (collectively, "the parties") for the time period January 1, 2014 through December 31, 2014. This legislation affects approximately 100 regularly appointed City employees within the Seattle Police Department.

Background:

The prior collective bargaining agreement with SPEOG expired December 31, 2013. As such, the City and SPEOG entered into negotiations in the fall of 2013 for a new contract. Union membership ratified the one-year agreement in July of 2014.

This MOU provides for a 1.8 percent cost-of-living increase effective January 1, 2014 which is based on 100 percent of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2011 through June of 2012 to the period August 2012 through June of 2013. With regard to other wages, benefits, hours and other working conditions, the MOU continues the same conditions of the expired labor agreement for the duration of the one-year agreement. This includes continuance of health care cost sharing: the City will pay up to 7 percent of annual healthcare cost increases and then additional costs will be covered by the Rate Stabilization Fund. Once that Fund is exhausted, the City will pay 85 percent and employees will pay 15 percent of any additional costs.

The MOU also establishes other terms and conditions of the one year agreement. The parties have agreed to:

- Reopen negotiations on salary adjustments to specific job titles, with an effective date (subject to negotiations) no earlier than January 1, 2014;
- Reopen negotiations on changes to the Retirement System; however, any negotiated changes would not be effective before January 1, 2015; and,
- Meet to discuss, and not negotiate, issues related to the implementation of a "minimum wage" in calendar year 2014 if SPEOG requests such a meeting. (Any changes would not take effect until on or after January 1, 2015.)



This legislation does not have any financial implications.

This legislation has financial implications.

The costs for this MOU were provided by Ordinance No. 124488, which appropriated funds to City departments to pay for the 1.8 percent increase in wages. Labor Relations developed the estimates for the 2014 costs of ratifying the Coalition and other agreements for that Ordinance and as such, no additional appropriation authority is necessary at this time.

Costs beyond 2014 related to this agreement will be included in subsequent budget actions related to the 2015-2016 Biennium Budget.

Other Implications:

- a) **Does the legislation have indirect financial implications, or long-term implications?**
This MOU permanently increases the wage of SPEOG represented employees by 1.8% beginning January 1, 2014.
- b) **What is the financial cost of not implementing the legislation?**
If the contract is not legislated, employees will continue to receive wages that became effective on January 2, 2013. There may be additional legal risks associated with not implementing this legislation.
- c) **Does this legislation affect any departments besides the originating department?**
This legislation affects employee wages in the Seattle Police Department. There are no operational impacts associated with this legislation.
- d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**
None
- e) **Is a public hearing required for this legislation?**
No
- f) **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**
No
- g) **Does this legislation affect a piece of property?**
No
- h) **Other Issues:** None

List attachments to the fiscal note below: None





City of Seattle
Edward B. Murray
Mayor

August 19, 2014

Honorable Tim Burgess
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Burgess:

I am pleased to transmit the attached proposed Council Bill that authorizes the Mayor to implement a Memorandum of Understanding ("MOU") between the City of Seattle and the Seattle Parking Enforcement Officers' Guild ("SPEOG") that is consistent with the terms of the one-year 2014 agreement between the City and the Coalition of City Unions. The MOU provides for wages, benefits, hours and other working conditions between the City and SPEOG for the time period January 1, 2014 through December 31, 2014. The previous collective bargaining agreement with SPEOG expired December 31, 2013. This legislation affects approximately 100 regularly appointed City employees within the Seattle Police Department.

This MOU provides for a 1.8 percent cost-of-living increase effective January 1, 2014, which is based on 100 percent of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2011 through June of 2012 to the period August 2012 through June of 2013. Other wages, benefits, hours and other working conditions that were included in the expired labor agreement shall continue through the one-year MOU. This includes continuance of health care cost sharing: the City will pay up to 7 percent of annual healthcare cost increases and then additional costs will be covered by the Rate Stabilization Fund. Once that Fund is exhausted, the City will pay 85 percent and employees will pay 15 percent of any additional costs. The MOU also establishes other terms and conditions of the one year agreement. The parties have agreed to reopen negotiations on salary adjustments to specific job titles, with an effective date (subject to negotiations) no earlier than January 1, 2014; to reopen negotiations on changes to the Retirement System (any negotiated changes would not be effective before January 1, 2015); and to discuss, and not negotiate, issues related to the implementation of a "minimum wage" in calendar year 2014 if SPEOG requests such a meeting (any changes would not take effect until on or after January 1, 2015).

Thank you for your consideration of this legislation. Should you have questions, please contact David Bracilano at (206)684-7874 or Sarah Butler at (206)684-7929.

Sincerely,

Edward B. Murray
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

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