

MEMORANDUM OF UNDERSTANDING

By and Between

THE CITY OF SEATAC

And

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AMERICAN
FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), AFL-
CIO, LOCAL #3830

ARTICLE 01 – RECOGNITION & BARGAINING UNIT LANGUAGE AMMENDMENT

ARTICLE 02 – UNION SECURTY CONTRACT LANGUAGE AMMENDMENT

This Memorandum of Understanding (“MOU”) memorializes the verbal agreement between the City of SeaTac (“City”) and the Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees (“AFSCME”), AFL-CIO, Local #3830 (“Union”) to amend Article 01 – Recognition and Bargaining Unit and Article 02 – Union Security in the 2017 – 2019 collective bargaining agreement.

SECTION 1. PURPOSE

WHEREAS, the CBA, Article 01 – Recognition and Bargaining Unit language lacks an employer neutrality clause.

WHEREAS, the CBA, Article 02 – Union Security is in direct conflict with the recent Supreme Court Janus ruling – requiring union membership and dues payment as a condition of employment for represented classifications.

NOW THEREFORE, the parties have met, discussed this matter, and have agreed to the following:

SECTION 2. AGREEMENT:

Article 01 – Recognition and Bargaining Unit is amended as follows:

ARTICLE 01 - RECOGNITION AND BARGAINING UNIT

01.01 Pursuant to RCW 41.56, the City recognizes the Union as the exclusive bargaining representative for the purpose of establishing wages, hours and conditions of employment, for all regular full-time employees and regular part-time employees (consistent with PERC Certification dated July 23, 1992). In addition, temporary employees who work more than six (6) months, who perform similar work as regular employees are included in the bargaining unit represented by the Union. The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a union staff representative.

The following definitions apply:

- A. Regular Full-time: An employee hired for an indefinite term of employment and regularly scheduled to work 30 or more hours per week. Regular full-time employees shall be eligible for benefits as provided by this Agreement and the Affordable Care Act (ACA). Seniority shall

accrue from the date of hire.

- B. Regular Part-time: An employee hired for an indefinite term of employment and regularly scheduled to work 20 or more hours per week but less than 30 hours per week. Regular part-time employees shall be eligible for pro-rated benefits as provided by this Agreement. Seniority shall accrue from the date of hire.
- C. Limited Term: An employee hired for a definite and limited term of employment in excess of six (6) months but not longer than twenty-four (24) months and regularly scheduled to work a minimum of 20 hours per week (e.g., on special projects). Limited-term employees shall be eligible for pro-rated benefits as provided by this Agreement. Seniority does not accrue unless: 1) the employee has already passed probation in a regular position, or 2) the employee is later appointed to a regular position with no break in employment, in which case the employee shall be credited for time worked.
- D. Represented Temporary: An employee hired in excess of six (6) months but not longer than twelve (12) months and regularly assigned to work a minimum of 20 hours per week. Represented temporary employees will become members of the Union and shall be eligible for pro-rated benefits as provided by this Agreement, beginning the first payroll period following the employee's completion of six (6) months of continuous employment in a temporary position. Seniority does not accrue unless the employee is later appointed to a regular position with no break in employment, in which case the employee shall be credited for time worked. Represented temporary employees serve "at will" and may be terminated or disciplined without recourse to the grievance procedure.

01.02 The following categories of employees will be excluded from the bargaining unit:

- A. All other represented employees of the City; all department managers, supervisors, and confidential employees (consistent with PERC Certification dated July 23, 1992).
- B. Temporary Employees: An employee hired for a limited term of employment not to exceed six (6) months who are needed to augment the workforce during absences, peak periods or emergent situations. Seniority does not accrue unless the employee is later appointed to a regular position with no break in employment, in which case the employee shall be credited for time worked. Temporary employees shall not be used to supplant or replace bargaining unit employees. All time constraints held herein shall be based on the position and shall not be started over should another person be placed in the temporary position. Exceptions to this can be made upon signed mutual agreement between the parties.
- C. Seasonal Employees: An employee hired for a limited term of employment not to exceed six (6) months, and beginning in the same season of each calendar year.
- D. Interns: An employee who is a student or trainee and who is hired for a definite and limited term of employment not to exceed twelve (12) months and not to exceed 1,040 hours worked in a calendar year, unless extended by mutual agreement.
- E. Causal Worker: An employee hired for an indefinite term of employment and regularly scheduled to work less than 20 hours per week, and not to exceed 1,040 hours worked in a calendar year, unless extended by mutual agreement.

Either party to this Agreement reserves the right to submit a petition for unit clarification during the term of this Agreement pursuant to PERC rules and should there be a disagreement regarding the inclusion or exclusion of a position.

Article 02 – Union Security is amended as follows:

ARTICLE 02 - UNION SECURITY

- 02.01** Upon written authorization of the employee, the Employer agrees to deduct from the paycheck of each employee the regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the WSCCCE on behalf of the employees with a list of the employees' names, salaries and individual amounts deducted. For current Union members and those who choose to join the Union, the Employer shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction regardless of the employee's continued membership in the Union. The Employer shall provide notification of receiving a copy of the Authorization for Payroll Deduction and Representation via email to the Union within 10 days of the employer receiving the written authorization.
- 02.02** Employer shall maintain their copies of Authorization for Payroll Deduction and Representation in a secure location that is available to the Union upon request. The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. Whether an employee is a union member or not, the Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee..
- 02.03** The Union may request and the City will provide the following information about each bargaining unit member: Employee name, work address, home address, home phone, work email, birth date, hire date, job classification, department, hours worked and monthly base wage.
- 02.04** Regular part-time employees whose normal work schedules are twenty (20) or more hours per week shall become and remain members of the Union in accordance with this article, and shall pay a pro-rated amount of dues. Employees whose normal work schedules are less than twenty (20) hours per week shall not be required to join or maintain union membership.
- 02.05 P.E.O.P.L.E. Check-off**
The employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the employer. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
- 02.06** The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with provisions of this Article.
- 02.07** The Union agrees to refund to the City any amount paid to it in error as a result of compliance with this Article.
- 02.08** The City and the Union agree that this Article will be interpreted consistent with State and federal law.

SECTION 3. MISCELLANEOUS:

1. To the extent this MOU conflicts with any provision of the CBA or City policies and/or procedures, this MOU shall control.
2. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over Article 01 – Recognition and Bargaining Unit and Article 02 – Union Security contract language.
3. This MOU shall not be interpreted to set precedence for terms regarding union security.

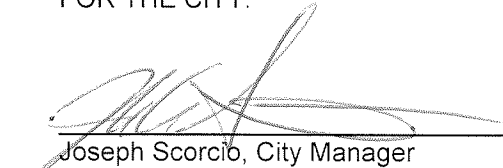
SECTION 4. DURATION OF AGREEMENT

THIS AGREEMENT shall be in full force and effect from the date of final signature through December 31, 2019 unless terminated or modified beforehand by mutual agreement of the parties.

SECTION 5. SIGNATURES

Signed this 25th day of September 2018.

FOR THE CITY:



Joseph Scorcio, City Manager



Vanessa Audett, Human Resources Director

FOR THE UNION:



Michael Rainey, AFSCME Council 2
Staff Representative



Sandi Hutchison, AFSCME Local 3830 President

Approved as to Form:



Mark Johnson, Senior Assistant City Attorney