

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

HOUSEKEEPING CORRECTIONS 2017-2019 CONTRACT

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 allow the City to correct and/or clarify grammatical and formatting errors and/or confusing language as stated in the executed 2017-2019 collective bargaining agreement.

SECTION 1. PURPOSE

WHEREAS, the City and AFSCME wish to correct and/or clarify grammatical and formatting errors and/or confusing or unclear language as stated in the 2017-2019 collective bargaining agreement.

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

SECTION 2. AGREEMENT:

1. Article 01.01 C.
"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."
2. Article 01.01 D.
"Represented temporary employees serve "at will" and may be terminated or disciplined without recourse to the grievance procedure."
3. Article 01.03
Formatting correction and;
"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".
4. Article 11.04
"The City shall provide a 401(a) Social Security Replacement Account for each regular full-time employee scheduled to work forty (40) hours per week."
5. Article 13.06
Formatting correction only
6. Article 17.02
Formatting correction only
7. Article 25.02
"Existing full-time regular City employees who have passed probation and who move to a new classification (eg promotion, voluntary demotion) shall serve a six (6) month trial service period in the new the new classification."

8. Article 26.01
Formatting correction only
9. Article 26.01
Formatting correction only
10. Article 26.02
~~"The Human Resources Department shall review the request and make a recommendation, with supporting rationale, with notification to the employee and Union, to the City Manager who shall approve or disapprove the reclassification."~~
11. Article 26.03
~~"If the employee's position is placed in a higher classification following the requested review, the employee will be paid at the higher classification level retroactive to the date the completed reclassification request is received by the Human Resources Department."~~
12. Article 26.04
Re-number to Article 26.02
13. Article 27.01
"The parties have agreed that in certain job classification series in the City, it would be mutually beneficial to the parties to have pre-determined eligibility for progression from the first classification to the second classification within the stated series:
 - ~~1. Fire Inspector/Plans Examiner 1 to Fire Inspector/Plans Examiner 2;~~
 2. Plans Examiner/Inspector 1 to Plans Examiner/Inspector 2;
 - ~~3. Permit Technician 1 to Permit Technician 2~~
 4. Engineering Technician to Senior Engineering Technician
 5. Civil Engineer 1 to Civil Engineer 2; and
 6. Public Works Inspector to Senior Public Works Inspector."
14. Article 28.01
~~"2. Any employee who received an involuntary reduction in their working hours due to 27.01 28.01 (1) above shall be considered a RIF'ed employee."~~
15. Article 35
"THIS AGREEMENT shall be in full force and effect from January 1, 2017 and shall continue through December 31, 2019."
16. Attachment A
Administrative Assistant I 1
Administrative Assistant II 2
Administrative Assistant III 3
Plans Examiner/Inspector I 1
Plans Examiner/Inspector II 2

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. This MOU shall not be interpreted to create a past practice nor shall it set precedence for either party for similar or dissimilar situations in the future.


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.

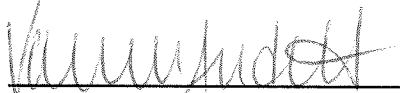
SECTION 5. SIGNATURES

Signed this 2nd day of May 2017.

FOR THE CITY:



Joseph Scorcio, City Manager




Vanessa Audett, Human Resources Manager

Approved as to Form:



Mark Johnsen, Senior Assistant City Attorney

FOR THE UNION:



Michael Rainey, AFSCME Council 2
Staff Representative



Mike Butay, AFSCME Local 3830 President