Ordinance No. 122349

Council Bill No. 115828

AN ORDINANCE relating to City employment; authorizing the Mayor to sign and/or execute a Memorandum of Understanding between the City of Seattle and the Coalition of City Unions regarding personal holidays; providing non-represented employees additional personal holidays upon completion of a designated amount of City service; and amending the Seattle Municipal Code Section 4.20.190.

CF No. _____

Date Introduced: 2.20.07	
Date 1st Referred: 2.20.07	To: (committee) FULL Council ~~Finance + Budget~~
Date Re - Referred:	To: (committee)
Date Re - Referred:	To: (committee)
Date of Final Passage: 2-26-07	Full Council Vote: 9-0
Date Presented to Mayor: 2-26-07	Date Approved: 3-5-07
Date Returned to City Clerk: 3-5-07	Date Published: Full 4pg T.O. ___ F.T. ✓
Date Vetoed by Mayor:	Date Veto Published:
Date Passed Over Veto:	Veto Sustained:

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: _____
Councilmember

Committee Action:

2-26-07 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

Mark McDermott/David Bracilano
PERS Personal Holidays ORD
February 6, 2007
Version # 1

ORDINANCE 122349

AN ORDINANCE relating to City employment; authorizing the Mayor to sign and/or execute a Memorandum of Understanding between the City of Seattle and the Coalition of City Unions regarding personal holidays; providing non-represented employees additional personal holidays upon completion of a designated amount of City service; and amending the Seattle Municipal Code Section 4.20.190.

WHEREAS, certain unions formed a coalition, herein referred to as the "Coalition of City Unions" to collectively negotiate wages, health care, retirement and other conditions of employment with the City of Seattle; and

WHEREAS, the City and the Coalition of City Unions entered into negotiations due to a re-opener on Personal Holidays contained in the Tentative Agreement between the City of Seattle and the Coalition of City Unions signed on May 25, 2005 and authorized by Ordinance No. 121888;

WHEREAS, collective bargaining between the City of Seattle and the Coalition of City Unions has led to an agreement to increase the number of floating holidays granted to member employees with ten years of City Service from two holidays per year to four holidays per year as specified in a Memorandum of Understanding;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As used in this ordinance, the term "COALITION OF CITY UNIONS" shall mean the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 104; the International Union of Painters and Allied Trades District Council #5; the Inlandboatmen's Union of the Pacific; the International Federation of Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 117; the International Brotherhood of Electrical Workers, Local 46; the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32; the

CITY CLERK

International Brotherhood of Teamsters, Local 763; the International Union of Operating Engineers, Local 286; the Seattle Police Dispatchers' Guild; the UNITE Hotel Employees & Restaurant Employees, Local 8; the Public Service & Industrial Employees, Local 1239; the Washington State Council of County and City Employees, Local 21 and Local 2083; the Joint Crafts Council; the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, Local 15; the Sheet Metal Workers International Association, Local 66; the Pacific Northwest Regional Council of Carpenters and the Seattle Municipal Court Marshals' Guild, International Union of Police Associations, Local 600.

Section 2. As requested by the Personnel Director and recommended by the Mayor, the Mayor is hereby authorized for and on behalf of the City of Seattle to sign and/or execute a Memorandum of Understanding substantially in the form attached hereto as Attachment 1, by and between the City and the individual Unions which are part of the Coalition of City Unions.

Section 3. Seattle Municipal Code Section 4.20.190 is hereby amended as follows:

SMC 4.20.190 Holiday pay or time off.

A. Employees, except uniformed police and fire personnel, shall be entitled to ten (10) legal holidays and two (2) personal holidays each calendar year, or days off in lieu thereof occurring Monday to Friday inclusive, without salary deduction. Temporary workers who qualify for fringe benefits in lieu of premium pay pursuant to SMC 4.20.055(C) shall likewise be entitled under the same terms and conditions as regular employees to legal holidays that occur during periods when they are so qualified, or days off in lieu thereof

CITY CLERK

without salary deduction, and for two (2) personal holidays each calendar year or four (4) such personal holidays if qualified pursuant to subsection B hereof. The provisions of this section shall not apply to any employee whose compensation is set by a collective bargaining agreement unless the labor organization representing such employee agrees to be bound solely by provisions of this section with respect to the subject matter hereof. The Personnel Director is hereby authorized to promulgate rules providing alternative holiday pay or time off for employees not covered by collective bargaining agreements whose work schedules are other than five (5) eight (8) hour days in a payroll workweek.

B. Effective for 2007 and thereafter, employees who are not represented by labor organizations pursuant to RCW 41.56 and who have completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status on or before December 31, of the previous year shall be entitled to two (2) additional personal holidays in each subsequent calendar year.

((~~B~~)) C. Effective January 1, 1993, legal holidays shall be observed as follows:

New Year's Day January 1st

Martin Luther King Jr's. Birthday Third Monday in January

President's Day Third Monday in February

Memorial Day Last Monday in May

Independence Day July 4th

Labor Day First Monday in September

Veterans' Day November 11th

CITY CLERK

Thanksgiving Day Fourth Thursday in November

The day immediately following Thanksgiving Day

Christmas Day December 25th

((C)) D. When a legal holiday falls on a Sunday, the holiday shall be observed on the following Monday. When a legal holiday falls on a Saturday, the holiday shall be observed on the preceding Friday.

Section 5. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 26th day of February, 2007, and signed by me in open session in authentication of its passage this 26th day of February, 2007.

President _____ of the City Council

Approved by me this 5th day of March, 2007.

Gregory J. Nickels, Mayor

Filed by me this 8th day of March, 2007.

City Clerk

(Seal)

Attachment 1: Coordinated Bargaining Memorandum of Understanding Between the City of Seattle And Signatory Unions November 1, 2006

SMS CITY CLERK

City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

February 6, 2007

Honorable Nick Licata
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Licata:

I am pleased to transmit the attached proposed Council Bill that provides additional personal holidays for certain City of Seattle employees who have completed a designated amount of City service. The proposed Council Bill authorizes the Mayor to sign and/or execute a Memorandum of Understanding between the City and the Coalition of City Unions ("the Coalition") to be effective through December 31, 2007. The Memorandum of Understanding amends signatory unions' collective bargaining agreements to provide represented employees who have completed eighteen thousand seven hundred twenty (18,720) hours an additional two (2) personal holidays per year, and grandfathers the City's practice of providing 10-hour holidays to employees on a 4/10 schedule. The proposed Council Bill also amends the Seattle Municipal Code to provide the same holiday benefit to non-represented employees. In 2007, this Council Bill will affect approximately 2,385 represented employees and 1,364 non-represented employees.

The tentative agreement between the City of Seattle and the Coalition that was signed on May 25, 2005 provided that the City and the Coalition open their contracts on the sole issue of personal holidays if the City's Retirement System 2005 year-end actuarial study found that its unfunded actuarial liability did not exceed thirty years. In mid-2006, the study reported that the City's Retirement system was at an 18-year unfunded liability, and so the City and the Coalition entered into negotiations. The City of Seattle's non-represented employees have historically received the same increases to compensation and benefits as the Coalition; the proposed Council Bill would amend the Seattle Municipal Code to keep with this practice.

Thank you for your consideration of this legislation. Should you have questions, please contact David Bracilano at extension 4-7874 or Sarah Butler at extension 4-7929.

Sincerely,

GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

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, Email: mayors.office@seattle.gov
An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.

DNS CITY CLERK

Coordinated Bargaining

Memorandum of Understanding

Between the City of Seattle
And
Signatory Unions

November 1, 2006

This Agreement is by and between the City of Seattle (the City) and the signatory Unions (the Unions).

Whereas, the City and the Unions entered into negotiations due to a re-opener on Personal Holidays contained in the Tentative Agreement between the City of Seattle and the Coalition of City Unions signed on May 25, 2005;

Whereas, the City and the Unions agreed to increase the number of personal holidays granted to employees with ten years of City service from two per year to four per year; and

Whereas, the City and the Unions agreed that employees working 4/10 schedules will be paid eight hours for each City holiday; therefore,

The City and the Unions agree as follows:

I. Definition:

"Covered Employee" means a City employee in a bargaining unit represented by a union that is a signatory to this agreement.

II. Personal Holidays:

A covered employee who has completed eighteen thousand seven hundred and twenty (18,720) hours on regular pay status by December 31, 2006, shall receive an additional two (2) personal holidays during 2007 for a total of four (4) personal holidays,. The additional two personal holidays shall be added to the leave balance of said employees upon the effective date of the ordinance authorizing this new benefit.

Effective January 1, 2007, covered employees who have completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status on or before December 31st of the current year shall receive an additional two (2) personal holidays for a total of four (4) personal holidays to be added to their leave balance on the pay date of the first full pay period in January of the following year.

Attachment 1

ORIG CITY CLERK

III. Holiday Pay for 4/10 Work Schedules:

Covered employees who are not currently on a 4/10 work schedule and subsequently are assigned to work a 4/10 work schedule shall receive eight (8) hours of holiday pay for a City holiday.

Effective December 31, 2006, a covered employee who is currently working on a 4/10 work schedule on the date this agreement is signed and who receives ten (10) hours of holiday pay for City holidays shall be grandfathered to continue to receive ten (10) hours of holiday pay for City holidays whenever he or she is working a 4/10 work schedule if the following conditions are met:

1) The employee is continuously employed in his or her current department; and

2) The employee is in a bargaining unit represented by a union signatory to this agreement.

For example, a grandfathered employee who is currently assigned to work a 4/10 work schedule is assigned to work a 5/8 work schedule three months out of the year. When this employee is reassigned to work the 4/10 work schedule, he or she will then receive the ten hour holiday pay as long as he or she is assigned to work the 4/10 work schedule. While the employee is working the 5/8 work schedule, he or she shall receive eight hour holiday pay.

Each City department shall compile a list identifying all covered employees who currently receive ten hour holidays. This list shall be finalized with the concurrence of the Coalition of City Unions and will be memorialized in a separate Letter of Agreement.

Established this day of .

THE CITY OF SEATTLE

David Bracilano
Director of Labor Relations

Gregory J. Nickels, Mayor
The City of Seattle

Attachment 1

2005 CITY CLERK

SIGNATORY UNIONS

Scott Best, President
Seattle Police Dispatchers' Guild

David Grage, Secretary-Treasurer
Teamsters, Local 763

Steve Bloom, Business Representative
I.U. Painters & Allied Trades
District Council #5

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

Ouida Bryson, President
Seattle Municipal Court Marshals' Guild
I.U.P.A., Local 600

John Masterjohn, Business Manager
P.S.I.E., Local 1239

Dennis Conklin, Regional Director
Inlandboatmen's Union of the Pacific

Rodney Mesa, Business Representative
I.U. Operating Engineers, Local 286

Bill Dennis, Staff Representative
WSCCC, Council 2
Locals 21 and 21P

Omar Perestrejo, Business Representative
H.E.R.E., Local 8

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

Guadalupe Perez, Business Representative
I.F.P.T.E., Local 17

Marty Fox, Business Representative
Sheet Metal Workers, Local 66

Gary Powers, Business Representative
Boilermakers Union, Local 104

Attachment 1

CITY CLERK

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

Wayne Thueringer, Business Representative
P.N.W.R.C.C.

Jennifer Tran, Union Representative
I.F.P.T.E., Local 17

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

John A. Williams, Secretary-Treasurer
Teamsters, Local 117

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

Attachment 1

CITY CLERK

Form revised December 4, 2006

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Personnel	David Bracilano/47874 Sarah Butler/47929	Carolyn Iblings/45211

Legislation Title:
AN ORDINANCE relating to City employment; authorizing the Mayor to sign and/or execute a Memorandum of Understanding between the City of Seattle and the Coalition of City Unions regarding personal holidays; providing non-represented employees additional personal holidays upon completion of a designated amount of City service; and amending the Seattle Municipal Code Section 4.20.190.

- **Summary of the Legislation:**

The proposed Council Bill authorizes the Mayor to sign and/or execute a Memorandum of Understanding by and between the City and individual Unions which are part of the Coalition of City Unions ("the Coalition") to be effective through December 31, 2007. The Memorandum of Understanding amends signatory Unions' collective bargaining agreements to provide represented employees who have completed eighteen thousand seven hundred and twenty (18,720) hours an additional two (2) personal holidays per year and grandfathers the City's practice of providing 10-hour holidays to employees on a 4/10 schedule. The proposed Council Bill also amends the Seattle Municipal Code to provide non-represented employees with the same holiday benefits as Coalition employees. In 2007, this will affect approximately 2,385 represented employees and 1,364 non-represented employees.

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

The tentative agreement between the City of Seattle and the Coalition that was signed on May 25, 2005 and later authorized by Council under Ordinance No. 121888 provided that the City and the Coalition open their contracts on the sole issue of personal holidays if the 2005 year-end actuarial study of the City's Retirement System found that the Retirement System's unfunded actuarial liability did not exceed thirty years. In mid-2006, the study reported that the City's Retirement system was at an 18-year unfunded liability. In June of 2006, the Coalition provided a written demand for negotiations to begin over personal holidays per the re-opener provision, and the parties entered into negotiation. The City of Seattle's non-represented employees have historically received equal increases to compensation and benefits as the Coalition. The proposed Council Bill would provide the City of Seattle's non-represented employees with the same time-off benefits as the Coalition.

CITY CLERK

Please check one of the following:

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

Indirect costs that may be associated with the provision of additional personal holidays will be absorbed into departments' 2007 budget.

CITY CLERK

STATE OF WASHINGTON – KING COUNTY

--ss.

208557 No.
CITY OF SEATTLE,CLERKS OFFICE

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:122349 ORDINANCE

was published on

03/12/07

The amount of the fee charged for the foregoing publication is the sum of $ 223.20, which amount has been paid in full.

Subscribed and sworn to before me on

03/12/07

Notary public for the State of Washington,
residing in Seattle

JENNIFER A. PATZER NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES OCT 24, 2007

State of Washington, King County

City of Seattle

ORDINANCE 122349

AN ORDINANCE relating to City employment; authorizing the Mayor to sign and/or execute a Memorandum of Understanding between the City of Seattle and the Coalition of City Unions regarding personal holidays; providing non-represented employees additional personal holidays upon completion of a designated amount of City service; and amending the Seattle Municipal Code Section 4.20.190.

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Christmas Day December 25th

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Passed by the City Council the 26th day of February, 2007, and signed by me in open session in authentication of its passage this 26th day of February, 2007.

Nick Licata

President of the City Council

Approved by me this 5th day of March, 2007.

Gregory J. Nickels, Mayor

Filed by me this 5th day of March, 2007.

(Seal) Judith Pippin, City Clerk

Attachment 1: Coordinated Bargaining Memorandum of Understanding Between the City of Seattle And Signatory Unions November 1, 2006

See City Clerk for Attachment

Publication ordered by JUDITH PIPPIN, City Clerk

Date of publication in the Seattle Daily Journal of Commerce, March 12, 2007.

3/12(208557)

PROJECT DESCRIPTION: This project repairs/replaces outfall pipes discharging into Lake Washington from Meadowbrook Pond and consists of the following elements of Work: development and implementation of an erosion and sediment control plan focusing on underwater construction and water quality (turbidity) performance criteria; removing underwater asbestos coated corrugated metal pipe and over excavating existing bedding; underwater installation and reconnection of high deflection ductile iron pipe and mineral aggregate bedding materials; dewatering and cleaning/repairing of concrete pipe, internal carbon fiber wrapping of concrete pipe; construction of underwater drilled concrete foundations, placement of steel piles and steel lagging; landscape work; and pavement removal/installation.

ESTIMATE: The Engineer's Estimate for this Project is $985,000.00

BID SUBMITTAL: Sealed bids will be received for this project by the Purchasing and Contracting Services Division of the City of Seattle Department of Executive Administration at one of the following addresses no later than 2:00 P.M. on Wednesday, April 4th, 2007.

Post Office Box: Seattle Municipal Tower, PO Box 94687, Seattle WA 98124-4687 or:

Street Address: 700 – 5th Ave Room 4112, Seattle Municipal Tower, Seattle WA 98104.

If sending by courier (UPS, FedEx, etc.) the street address must be used. If mailing by regular US mail, the Post Office Box must be used. Bidders are responsible for ensuring that the proper Zip code is used. The City of Seattle will not be responsible for a late bid. Bids received after the deadline will be returned unopened. Bids received by 2:00 P.M. on April 4th, 2007, will be publicly opened and read immediately after 2:00 P.M. on April 4th, 2007.

PRE-BID SITE INSPECTION: Bidders must attend one mandatory pre-bid site inspection which will be held on the following dates:

1. March 21st, Wednesday, 2007, at 10:00 AM at the Project Site (Riviera Place NE between NE 105th Street and NE 106th Street).

2. March 28th, Wednesday, 2007 at 2:00 PM at the Project Site.

No bid will be accepted from any bidder who does not attend at least one of the mandatory pre-bid meetings.

OBTAINING BID DOCUMENTS:

The Drawings and Project Manual may be obtained by downloading from the City's website, http://www.ebidexchange.com/seattle

The Drawings and Project Manual may also be obtained by Bidders in person at:

Records Vault Counter

Seattle Public Utilities

Room 4798, Seattle Municipal Tower

700 Fifth Avenue

Seattle, Washington 98104-5004

(206) 684-4671

FAX (206) 684-7396

Bidders may contact the above number to request that the Drawings and Project Manual be sent by U.S. mail, or through FedEx by furnishing a FedEx account number with the request. Note that U.S. mail may take up to 2 weeks to deliver.

Cost of the documents will be charged as follows and are non-refundable:

Hardcopy Set of Contract Documents $50.00 per set

Downloads from the City's web site: Free