



**BUSINESS OF THE CITY COUNCIL  
CITY OF MERCER ISLAND**

**AB 6342  
September 19, 2023  
Consent Agenda**

**AGENDA BILL INFORMATION**

<b>TITLE:</b>	AB 6342: Revised 2022-2024 AFSCME Collective Bargaining Agreement	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
<b>RECOMMENDED ACTION:</b>	Authorize the City Manager to sign the Revised AFSCME Collective Bargaining Agreement for the period of January 1, 2022 thru December 31, 2024.	

<b>DEPARTMENT:</b>	Administrative Services
<b>STAFF:</b>	Ali Spietz, Chief of Administration Alaine Sommargren, Deputy Public Works Director
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Revised 2022-2024 AFSCME Collective Bargaining Agreement
<b>CITY COUNCIL PRIORITY:</b>	n/a

<b>AMOUNT OF EXPENDITURE</b>	\$ n/a
<b>AMOUNT BUDGETED</b>	\$ n/a
<b>APPROPRIATION REQUIRED</b>	\$ n/a

**EXECUTIVE SUMMARY**

The purpose of this agenda bill is to authorize the City Manager to sign the Revised American Federation of State, County and Municipal Employees (AFSCME), Local 21-M agreement (Exhibit 1) for the period of January 1, 2022 through December 31, 2024.

- On June 21, 2022, the City Council authorized the City Manager to sign the 2022-2024 AFSCME Collective Bargaining Agreement (CBA).
- As part of the CBA, the City and Union agreed to re-open the agreement to identify mutually beneficial education and certification incentives.
- The City and Union began bargaining education and certification incentives last fall and reached tentative agreement in August 2023.
- The newly added provisions require adoption of a revised 2022-2024 AFSCME CBA. The provisions only pertain to Article 12 of the CBA; the rest of the CBA is unchanged.

**BACKGROUND**

The AFSCME bargaining unit is comprised of 48 members, working in the Public Works, Community Planning and Development, Administrative Services, and Finance departments. The current CBA began January 1, 2022 and expires on December 31, 2024. As part of the CBA, the City and Union agreed to re-open the agreement

to identify mutually beneficial education and certification incentives. The City and AFSCME began the re-opener negotiation process in the fall of 2022 and reached a tentative agreement on August 24, 2023.

## ISSUE/DISCUSSION

The City recognizes the value and benefit of education and training designed to enhance employees' ability to perform their job duties. The intent of this re-opener was to allow the parties to meet to bargain a system where employees receive additional compensation to their base rate of pay, based upon specific additional certifications achieved. The tentative agreement includes the addition of the following terms to the current CBA:

- **Education Pay**
  - a. Employees with associate degrees (AA or AS) from an accredited college or university or, who graduates from a certified vocational school, will receive a 0.5% increase to their base hourly rate of pay.
  - b. Employees with bachelor's or master's degrees (BS, BA, MS, MA) from an accredited college or university, will receive a 1.5% increase to their base hourly rate of pay.
- **Foreign Language Pay**
  - a. Employees who pass a City-approved foreign language examination will receive a 1.0% increase in their base hourly rate of pay.
  - b. Employees are eligible for only one foreign language pay increase.
  - c. Employees will be required to recertify every three (3) years.
  - d. Employees pay for their own certification test. If they pass, the City will reimburse the employee.
- **Certification Pay**
  - a. **Employee Eligibility:** (1) achieved Step 5 in current position on AFSCME pay scale; (2) current overall performance is "Meets Performance Standards" or above; and (3) direct supervisor and department director authorize the requested certification/qualification.
  - b. **Fees:** Employees are responsible for all fees associated with obtaining the additional certification/qualification. Employees will be allowed to attend training and testing during work hours.
  - c. **Certification Eligibility:** Certifications must (1) not be required for any current AFSCME position; (2) require continuing education and/or retesting; and (3) have a practical application for AFSCME-related City operations.
  - d. **Pay:** There are two levels of pay depending on difficulty of the certification and time investment to obtain the certification:
    - i. Level 1: annual stipend of \$1,000
    - ii. Level 2: annual stipend of \$1,750
  - e. **Limit:** Employees may only receive certification pay for up to two (2) certifications
  - f. Employees are responsible for providing documentation to the City.
- **Fee Reimbursement**

On a case-by-case basis, the City will evaluate employee requests for additional training or certification that is not required for the employee's current position. If approved, the City will pay agreed-upon costs and allow the employee to attend trainings, testing, and coursework during the workday.

These incentives will be retroactive to January 1, 2023.

## **NEXT STEPS**

Following the tentative agreement of the re-opener terms regarding education and certification incentives reached by the parties in August, AFSCME bargaining unit employees will vote to ratify the revised collective bargaining agreement by September 19, 2023. Pending Union ratification, the revised CBA agreement is ready to be fully executed.

## **RECOMMENDED ACTION**

Authorize the City Manager to sign the Revised AFSCME Collective Bargaining Agreement for the period of January 1, 2022 thru December 31, 2024, substantially as set forth in Exhibit 1 to AB 6342, provided that the same is ratified by the Union.