

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF MERCER ISLAND (“CITY”)
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,
AFSCME, AFL-CIO, LOCAL #21-M (“AFSCME”)**

Certification Pay

This Memorandum of Understanding (“MOU”) sets forth the understanding and agreement between the City and AFSCME (“Parties”). This MOU does not otherwise modify or amend the Collective Bargaining Agreement (“CBA”) between the Parties, covering the January 1, 2022 to December 31, 2024 time period, except as expressly set forth herein.

WHEREAS: The Parties negotiated the addition of Education Pay, Foreign Language Pay, and Certification Pay to the CBA in 2023.

WHEREAS: On February 23, 2024, AFSCME filed a grievance regarding the City’s denial of Certification Pay for some of its members.

WHEREAS: The Parties met to renegotiate the Certification Pay language to settle the grievance in April and May 2024.

Therefore, in consideration of the mutual promises and representations set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Revision to Article 12 - Wages.** Effective on or after the execution date or ratification date of this agreement, whichever is later, Article 12 - Wages, Section I – Certification Pay shall read as follows:
 - I. Certification Pay. The City and the Union recognize the value and benefit of education and training designed to enhance an employee’s ability to perform their job duties.
 1. Employees shall be eligible for certification pay if:
 - a. They have achieved Step 5 in their current position on the AFSCME pay scale; and
 - b. Their current overall performance is “Meets Performance Standards” or above; and
 - c. Their direct supervisor and department director authorize the requested certification/qualification. When determining eligibility to obtain a certification, the supervisor and director will consider the benefit to the department and City operations, and the impact of an employee’s time required for training, testing, and continuing education coursework.

2. Employees authorized for additional certifications/qualifications are responsible for all fees associated with obtaining the additional certification/qualification, including training, registration, and testing. Employees will be allowed to attend training and testing during work hours.
3. Certifications and/or qualifications eligible for certification pay must:
 - a. Not be required for any current AFSCME position; and
 - b. Require continuing education and/or retesting and be maintained; and
 - c. Have a practical application for AFSCME-related City operations.
4. Levels. Eligible employees holding or obtaining eligible certifications and/or qualifications shall receive certification pay as follows:
 - a. Level 1. An employee shall receive an annual stipend of \$1,000 for the following certifications and/or qualifications:
 - i. WWCPA Wastewater Collections Specialist III or IV
 - ii. ISA Tree Risk Assessment Qualification (ISA TRAQ)
 - iii. IMSA Signs & Pavement Markings Technician II (or greater)
 - iv. CDL Class A
 - b. Level 2. An employee shall receive an annual stipend of \$1,750 for the following certifications and/or qualifications:
 - i. Water Distribution Manager Certification III or IV
 - ii. ASE Master Certification
 - iii. Certified Irrigation Technician
5. Employees who qualify for certification pay as of September 19, 2023 will receive retroactive pay to January 1, 2023 if documentation is provided to the City by October 31, 2023.
6. Employees may receive certification pay for up to two (2) certifications listed in Section D above.
7. It is the responsibility of the employee to submit documentation by January 31 each year for both qualifying certifications and renewals with their request to receive the certification stipend.
8. Employees who initially receive certification pay in 2023 will continue to receive certification pay each year in accordance with subsection 7 above.
89. Employee will receive their annual stipends by February 15 each year.

910. The Union and bargaining unit members reserve the right to request future certifications for consideration by the City on a case-by-case basis.

2. **Severability.** If any term or condition of this MOU is found to be invalid, the remaining terms and conditions shall remain in full force and effect.
3. **Past or Future Practice.** The Parties recognize the unique circumstances of this situation, and therefore, this agreement or any part of this agreement does not constitute past or future practice.
4. **Acknowledgement.** The undersigned agree that they have read and understand and do hereby approve and agree to the terms of this MOU between the Parties.

CITY OF MERCER ISLAND



Jessi Bon, City Manager

Date: 7/11/2024

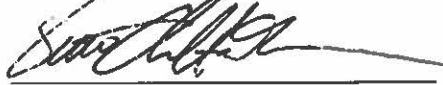
Approved as to Form:

s/ Bio Park

Bio Park, City Attorney

Date: 07/12/2024

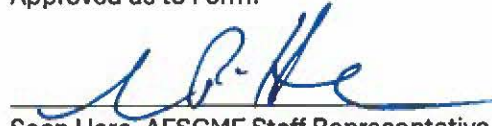
AFSCME, AFL-CIO, LOCAL #21-M



Scott Heath, AFSCME President

Date: 6-28-24

Approved as to Form:



Sean Hare, AFSCME Staff Representative

Date: 6-27-24