

CITY OF SEATTLE
ORDINANCE 126559
COUNCIL BILL 120286

AN ORDINANCE relating to City employment; establishing Indigenous Peoples' Day as a legal holiday for certain City employees and a legal parking holiday; authorizing memoranda of understanding between the City and certain City unions to add Indigenous Peoples' Day and Juneteenth as a paid holiday; amending Sections 3.06.015, 3.16.131, 3.102.010, 4.20.190, 11.14.277, and 14.12.030 of the Seattle Municipal Code; and ratifying and confirming certain prior acts.

WHEREAS, the City recognizes the significance of Juneteenth and Indigenous Peoples' Day in acknowledging the history of slavery and genocide in our country; and

WHEREAS, and certain City unions have agreed to a Memorandum of Understanding for wage increases and other working conditions, including Juneteenth and Indigenous Peoples' Day, as authorized by Ordinance 126516; and

WHEREAS, the City has bargained and entered into agreements with additional unions to establish Juneteenth and Indigenous Peoples' Day as paid employee holidays; and

WHEREAS, Ordinance 126505 established Juneteenth as paid holiday for non-represented City employees and a parking holiday for the general public, and the City seeks to do the same for Indigenous Peoples' Day; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Section 4.20.190 of the Seattle Municipal Code, last amended by Ordinance 126505, is amended as follows:

4.20.190 Holiday pay or time off

A. Employees, except uniformed police and fire personnel, shall be entitled to ~~((44))~~ 12 legal holidays and two 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 subsection 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 without salary deduction, and for two personal holidays each calendar year or four such personal holidays if qualified pursuant to subsection 4.20.190.B. The provisions of this Section 4.20.190 shall not apply to any employee whose compensation is set by a collective bargaining agreement unless the labor organization representing such employee agrees that the provisions apply. The Seattle Human Resources Director is 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 eight-hour days in a payroll workweek.

B. Employees who are not represented by labor organizations pursuant to chapter 41.56 RCW and who have completed 18,720 hours or more on regular pay status on or before December 31, of the previous year shall be entitled to two additional personal holidays in each subsequent calendar year.

C. The legal holidays are as follows:

New Year's Day	January 1
Martin Luther King Jr's. Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
<u>Indigenous Peoples' Day</u>	<u>Second Monday in October</u>
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
The day immediately following Thanksgiving Day	
Christmas Day	December 25

* * *

Section 2. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of The City of Seattle (City) to execute the attached memoranda of understanding between the City and the following unions establishing Juneteenth and Indigenous Peoples' Day as paid holidays for covered union members, as identified in the table below:

Attachment	Title	Union
1	Memorandum of Understanding by and between City of Seattle and Seattle Police Officers' Guild	Seattle Police Officers' Guild
2	Memorandum of Understanding by and between City of Seattle and International Brotherhood of Electrical Workers Local 77	International Brotherhood of Electrical Workers Local 77
3	Memorandum of Understanding By and Between The City of Seattle and The Seattle Fire Chief's Association, International Association of Firefighters Local 2898	The Seattle Fire Chief's Association, International Association of Firefighters, Local 2898

Section 3. Section 11.14.277 of the Seattle Municipal Code, last amended by Ordinance 126505, is amended as follows:

11.14.277 Legal parking holidays

Except where otherwise indicated by signposting in the area or for individual parking spaces, the following are parking holidays: Sunday; the first day of January, New Year's Day; the third Monday of January, the anniversary of the birth of Martin Luther King, Jr.; the third Monday of February, Presidents' Day; the last Monday of May, Memorial Day; the nineteenth day of June, Juneteenth; the fourth day of July, the anniversary of the Declaration of Independence; the first Monday in September, Labor Day; the second Monday in October, Indigenous Peoples' Day; the eleventh day of November, Veterans Day; the fourth Thursday of November, Thanksgiving Day; and the twenty-fifth day of December, Christmas Day.

Whenever any parking holiday, other than Sunday, falls on a Sunday, the following Monday shall be a parking holiday.

Rates for large Seattle Center events, defined in Section 11.14.276, shall apply regardless of whether the day is a parking holiday.

Section 4. Section 3.06.015 of the Seattle Municipal Code, last amended by Ordinance 124919, is amended as follows:

3.06.015 Hours of operation

* * *

B. In weeks containing one or more days designated as holidays by RCW 1.16.050 or Section 4.20.190, the Applicant Services Center of the Seattle Department of Construction and Inspections shall be closed on those days, but shall be open a total of at least 35 hours less the number of hours it would normally be open on the weekdays on which holidays fall in that week.

Section 5. Section 3.16.131 of the Seattle Municipal Code, enacted by Ordinance 126522, is amended as follows:

3.16.131 Fire Marshal's Office business hours

The Fire Prevention Division, also known as the Fire Marshal's Office, shall open for transaction of business from 8 a.m. to 4:30 p.m. of each day from Monday through Friday, except on days designated as holidays by RCW 1.16.050 or Section 4.20.190 or during periods when an emergency order provides other direction for public counters. Business may be transacted by phone, email, online services, field inspections when pre-scheduled, or in person at the walk-in service counter.

Section 6. Section 3.102.010 of the Seattle Municipal Code, last amended by Ordinance 126522, is amended as follows:

3.102.010 Designated

Except as permitted by Section 3.06.015 for the Applicant Services Center of the Seattle Department of Construction and Inspections and Section 3.16.131 for the Fire Marshal's Office of the Seattle Fire Department, all city offices shall open for transaction of business from 8 a.m. to 5 p.m. of each day from Monday through Friday, except on days designated as holidays by RCW 1.16.050 or Section 4.20.190.

Section 7. Section 14.12.030 of the Seattle Municipal Code, last amended by Ordinance 110640, is amended as follows:

14.12.030 Definitions

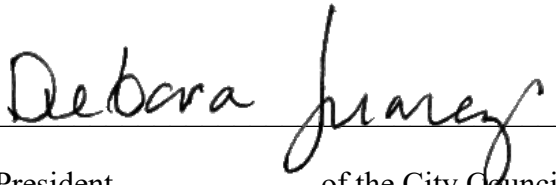
* * *

"Working day(s)" means from 8 a.m. to 5 p.m. of each day from Monday through Friday, except days designated as legal holidays by RCW 1.16.050 or Section 4.20.190, Fridays immediately preceding any such legal holiday falling on a Saturday, and Mondays immediately following any legal holiday falling on a Sunday.

Section 8. Any act consistent with the authority of this ordinance taken prior to its effective date is ratified and confirmed.

Section 9. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 29th day of March, 2022,
and signed by me in open session in authentication of its passage this 29th day of
March, 2022.



President _____ of the City Council

☒ Approved / ☐ returned unsigned / ☐ vetoed this 11th day of April, 2022.



Bruce A. Harrell, Mayor

Filed by me this 11th day of April, 2022.



Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Attachment 1 – Memorandum of Understanding by and between City of Seattle and Seattle Police Officers' Guild

Attachment 2 – Memorandum of Understanding by and between City of Seattle and International Brotherhood of Electrical Workers Local 77

1 Attachment 3 - Memorandum of Understanding By and Between The City of Seattle and The
2 Seattle Fire Chief's Association, International Association of Firefighters Local 2898
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**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CITY OF SEATTLE
AND
SEATTLE POLICE OFFICERS' GUILD**

Regarding Juneteenth Holiday and Indigenous Peoples' Day

This Memorandum of Understanding (MOU), regarding the implementation of Juneteenth and Indigenous Peoples' Day as City holidays, is made and entered into by and between the City of Seattle (City) and the Seattle Police Officers' Guild, (Guild), (collectively, Parties).

The Parties agree that:

1. Effective upon legislation of this MOU, Juneteenth (June 19th) and Indigenous Peoples' Day (2nd Monday in October) will incorporated into the current collective bargaining agreement as holiday time periods under Article 8.3.
2. Effective upon legislation of this MOU, in Article 8.1 the twelve (12) holidays off per year with pay, or twelve (12) days off in lieu thereof, for a total of 96 hours of paid holiday time shall be increased to fourteen (14) days per year for a total of 112 hours of paid holiday time.
3. The administration of these two new holidays shall be in accordance with the collective bargaining agreement's existing language regarding City holidays.
4. The Guild agrees that this Agreement fulfills the City's bargaining obligations with respect to establishing these holidays.
5. This MOU constitutes the entire Agreement between the parties regarding the subject matter herein and all parties acknowledge that there are no side agreements, written, oral, or otherwise.
6. This MOU shall become effective on the final date of the parties' signatures

For Seattle Police Officers' Guild

For the City of Seattle

Mike Solan, President Date

Bruce A. Harrell, Mayor Date

Executed under the authority
of Ordinance _____

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CITY OF SEATTLE
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 77**

RE: Juneteenth Holiday and Indigenous Peoples' Day

This Memorandum of Understanding (MOU), regarding the implementation of Juneteenth and Indigenous Peoples' Day as City holidays is made and entered into by and between the City of Seattle (City and IBEW Local 77, (Union), (collectively, the Parties).

Subject to approval of this MOU by a majority of the City Council, the Parties agree that effective as of the signing of this agreement that the City will recognize Juneteenth (June 19th) and Indigenous Peoples' Day (2nd Monday in October) as paid City holidays.

The Parties agree that as IBEW Local 77 collective bargaining agreements open for bargaining that the holidays will be incorporated into each of the IBEW Local 77 agreements.

The Parties agree that the implementation/memorialization of these holidays shall be in accordance with each collective bargaining agreement's contractual language and the City of Seattle Personnel Rules regarding paid City holidays.

IBEW local 77 agrees that this MOU fulfills the City's bargaining obligations with respect to establishing these holidays.

This constitutes the entire agreement between the parties regarding the subject matter herein and all parties acknowledge that there are no side agreements, written, oral, or otherwise. No modification to this agreement is valid unless in writing and signed by the parties.

Signed this ____ day of ____ 2022

CITY OF SEATTLE

IBEW LOCAL 77

Bruce A. Harrell
Mayor

Steve Kovac, Local 77
Business Representative

Sascha Sprinkle, City of Seattle
SDHR, Labor Negotiator

Executed under the authority
of Ordinance _____

**Memorandum of Understanding
By and Between
The City of Seattle
and
The Seattle Fire Chief's Association, International Association of Firefighters Local 2898
Regarding Juneteenth and Indigenous Peoples' Day**

This Memorandum of Understanding (MOU) regarding implementation of Juneteenth and Indigenous Peoples' Day as City holidays is made and entered into by and between the City of Seattle (City) and IAFF Local 2898, (Union) (collectively, the Parties).

- A. In order to implement and administer Juneteenth and Indigenous Peoples' Day as City holidays for members of the bargaining unit represented by the Union, the Parties agree that subject to approval of this MOU by a majority of the City Council, Article 7 of the current collective bargaining agreement (CBA) between the City and the Union shall be modified as follows:

7.1.2 The following days shall be holidays:

- New Year's Day (January 1)
- Martin Luther King Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Memorial Day (last Monday in May)
- Juneteenth (June 19th)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Indigenous Peoples' Day (second Monday in October)
- Veteran's Day (November 11)
- Thanksgiving Day (fourth Thursday of November)
- Day After Thanksgiving Day
- Christmas Day (December 25)

7.1.2.1 Employees working an average forty (40) hour work week are required to use vacation leave equivalent to the number of regular scheduled hours (for example, if working four 10-hour days per week, must submit vacation leave for 10 hours; if working five 8-hour days per week, must submit vacation leave for 8 hours) on the following holidays:

- New Year's Day (January 1)
- Martin Luther King Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day (fourth Thursday of November)
- Day After Thanksgiving Day
- Christmas Day (December 25)

~~New Year's Day~~
~~Martin Luther King's Birthday~~
~~Presidents' Day~~
~~Memorial Day~~
~~Independence Day~~
~~Labor Day~~
~~Veteran's Day~~
~~Thanksgiving Day~~
~~Day After Thanksgiving Day~~
~~Christmas Day~~

7.1.2.2 Employees working an average forty (40) hour workweek shall have the holiday off on Juneteenth and Indigenous Peoples' Day and shall use the holiday payroll leave code (currently HA) for these two holidays off.

7.1.4 Admin Employees who are required to work on holidays in 7.1.2 shall be paid one and one-half (1½) times the employee's regular rate of pay for all hours worked and, in addition, another day off will then be rescheduled. For the rescheduled holiday off, the member must submit vacation leave per Section 7.1.2.1.

- B. This MOU is the entire agreement of the parties. There are no written or oral representations, understandings, promises, or agreements directly or indirectly related that are not incorporated.
- C. This MOU fulfills the Parties' collective bargaining obligations with respect to establishing these holidays.
- D. This MOU shall become effective on the final date of the parties' signatures, which shall occur after a majority of the City Council has approved this MOU and authorized its execution.

For IAFF Local 2898

For the City of Seattle

Tom Walsh, President Date

Bruce Harrell, Mayor Date

Executed under the authority
of Ordinance _____