

## **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**

### **ARTICLE 03 – UNION ACCESS**

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 amend Article 03 – Union Access in the 2017 – 2019 collective bargaining agreement.

#### **SECTION 1. PURPOSE**

WHEREAS, the CBA, Article 03 – Union Access language lacks union orientation language consistent with Engrossed Senate Bill 6229 requiring employers to provide bargaining representatives reasonable access, of no less than thirty minutes, to new employees for the purposes of presenting information about their exclusive bargaining representation.

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

#### **SECTION 2. AGREEMENT:**

Article 03 – Union Access is amended to include the following new section:

03.05 The Employer agrees to notify the Union staff representative and Local Union President in writing of any new positions and new employees within three (3) days of their hire. Employer shall provide an electronic format list with the names of the employees, corresponding job title and department. A Union official shall, at no loss of pay, be granted up to thirty minutes to provide each new employee a basic overview of the employees’ rights and responsibilities regarding Union membership, dues authorizations and Union insurance.

#### **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. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over Article 03 – Union Access contract language.
3. This MOU shall be interpreted to set precedence for terms regarding union access.

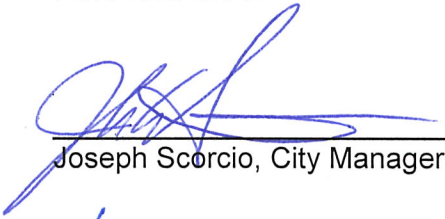
#### **SECTION 4. DURATION OF AGREEMENT**

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 18th day of December 2018.

FOR THE CITY:


  
\_\_\_\_\_  
Joseph Scorcio, City Manager

  
\_\_\_\_\_  
Vanessa Audett, Human Resources Director

Approved as to Form:

  
\_\_\_\_\_  
Mark Johnsen, Senior Assistant City Attorney

FOR THE UNION:

  
\_\_\_\_\_  
Michael Rainey, AFSCME Council 2  
Staff Representative

  
\_\_\_\_\_  
Sandi Hutchison, AFSCME Local 3830 President