

#5

David Stewart/David Bracilano/sb&js
PER Sick and Safe Leave Implementation ORD
August 6, 2012
Version #3

CITY OF SEATTLE
ORDINANCE _____
COUNCIL BILL 117592

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AN ORDINANCE relating to City employment; amending Sections 4.20.300, 4.21.040, 4.24.010, 4.24.030, 4.24.035, and 4.24.040 of the Seattle Municipal Code; authorizing a memorandum of understanding between the City of Seattle and City labor unions; and ratifying and confirming prior acts.

WHEREAS, minimum standards for the provision of paid sick time and paid safe time provided by employers in the City of Seattle were set by Ordinance 123698 in September of 2011, and

WHEREAS, the current paid leave provisions for City of Seattle employees need to be made consistent with the new standards set by Ordinance 123698; and

WHEREAS, the City entered into negotiations with employee labor unions and came to an agreement on implementing the new paid leave standards;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Section 4.20.300 of the Seattle Municipal Code, last amended by Ordinance 121527, is amended as follows:

SMC 4.20.300 Payment for performance of out-of-class duties.

A. Definitions.

1. "Discretionary pay program" means a compensation program in which the appointing authority, in accordance with guidelines and procedures established by the Personnel Director, is granted discretion to set pay within the pay zone.

2. "Hourly employee" means an employee who is compensated on an hourly basis for each hour of work performed, including time in excess of forty (40) hours per workweek.

1 3. "Out-of-class assignment" means the temporary assignment of one (1) or more
2 employees to perform the normal ongoing duties and responsibilities associated with a higher-
3 paying title.

4 4. "Proper authority" means the appointing authority or his or her designated
5 management representative.

6 5. "Salaried employee" means an employee who is not eligible for overtime and who each
7 pay period regularly receives a predetermined amount constituting all or part of his or her
8 compensation.

9 6. "Threshold" means the amount of time an employee must perform out-of-class duties
10 prior to being compensated for the performance of those duties. The threshold shall consist of
11 consecutive work hours or work days.

12 B. Except as otherwise provided in authorized collective bargaining agreements, qualified
13 employees assigned by proper authority to perform the ongoing duties and accept the
14 responsibilities of a higher-paying title in order to avoid a significant interruption of work or
15 services shall be paid as provided herein while performing such duties. Each out-of-class
16 assignment is limited to six (6) months unless an extension is authorized by the appointing
17 authority, except that an out-of-class assignment to be the head of an employing unit is limited to
18 twelve (12) months following the occurrence of a vacancy and for up to ninety (90) days after a
19 City Council rejection of a nominee to fill the vacancy. Appropriate reasons for the assignment
20 of out-of-class duties include:

- 21 1. Absence of a position incumbent;
- 22 2. Peak workload periods;
- 23 3. Position vacancy; or
- 24 4. Completion of a special project.

1 C. An employee whose primary title is not included in a discretionary pay program may
2 be assigned to work out-of-class in a higher-paying title that is not included in a discretionary
3 pay program; or may be assigned to work out-of-class in a title that is associated with a
4 discretionary pay program.

5 1. Payment for the out-of-class assignment to a title that is not associated with a
6 discretionary pay program shall be determined as in promotion (SMC subsection 4.20.080 B).

7 2. Payment for an out-of-class assignment to a title that is associated with a discretionary
8 pay program must use the designated out-of-class pay rates established for the particular
9 program. Within such out-of-class pay structure, the appointing authority or designated
10 management representative shall have discretion for placement.

11 3. Cumulative hours (~~worked~~) paid in an out-of-class title will be credited toward salary
12 step placement in the event the employee is appointed, or his or her position reclassified, to the
13 same title as the out-of-class assignment, within twelve (12) months of the end of such out-of-
14 class assignment; except that hours (~~worked~~) paid in an out-of-class assignment to a title in a
15 discretionary pay program shall not be counted toward salary placement in the event of
16 appointment or reclassification to a title in a discretionary pay program.

17 4. An employee with an out-of-class assignment to a title that is not associated with a
18 discretionary pay program will receive a step increment each two thousand and eighty-eight
19 (2088) straight-time hours (~~of actual service while so assigned~~) paid at the out-of-class rate;
20 provided, that he or she has not already received an increment in the out-of-class title because of
21 increases to the primary pay rate; provided further, that such increment does not exceed the top
22 step of the higher salary range.

23 D. An employee who is regularly appointed to a position with a title included in a
24 discretionary pay program may be assigned by proper authority to perform the duties associated
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1 with another position in the same pay zone and his or her salary temporarily adjusted in
2 accordance with the base salary-setting rules associated with that program.

3 E. An employee whose position is assigned to a discretionary pay program may be
4 assigned by proper authority to perform the duties associated with another pay zone in the same
5 program or with another title in a different compensation program, and compensated as provided
6 in subsections C1 or C2 or this section.

7 F. The threshold for compensation for out-of-class assignments shall be four (4) hours for
8 hourly employees and ten (10) days for salaried employees. The threshold must be satisfied for
9 each out-of-class assignment.

10 G. Any sick leave taken in lieu of working a scheduled out-of-class assignment must be
11 paid at the same rate as the out-of class assignment.

12 Section 2. Section 4.21.040 of the Seattle Municipal Code, last amended by Ordinance
13 117321, is amended as follows:

14 **SMC 4.21.040 Standby pay -- Rates.**

15 A. An eligible employee assigned by proper authority to be on standby duty to perform the duties
16 of his or her position title shall be paid ten percent (10%) of his or her regular straight-time
17 hourly rate of pay for each hour served on standby duty.

18
19 B. An eligible employee assigned to standby duty to perform the duties of another position title
20 shall be paid ten percent (10%) of the regular straight-time hourly rate of pay of the salary step
21 for each hour served on standby duty as follows:

22
23 1. If the employee's actual rate of pay is within the salary range of the applicable position title,
24 standby pay shall be computed on his or her actual rate of pay.

1 2. If the employee's actual rate of pay is higher than that top step of the salary range of the
2 applicable position title, standby pay shall be computed using the top step of the salary range of
3 the applicable position title.

4 3. If the employee's actual rate of pay is lower than the first step of the salary range of the
5 applicable position title, standby pay shall be computed using the first step of the salary range of
6 the applicable position title.

7
8 C. An employee may use paid sick leave to be compensated for eligible absences from scheduled
9 standby duties. An employee who uses sick leave shall be compensated at the rate authorized by
10 SMC 4.21.040.A or SMC 4.21.040.B, as applicable.

11
12 Section 3. ...Section 4.24.010 of the Seattle Municipal Code, last amended by Ordinance
13 122063, is amended as follows:

14 **SMC 4.24.010 Computation of sick leave (~~(--Exemptions)~~).**

15
16 A. Cumulative sick leave with pay computed at the rate of .046 hours for each hour on
17 regular pay status as shown on the payroll, but not to exceed forty (40) hours a week, and all
18 benefits of this ~~((s))~~Subchapter I shall be granted to all City officers and employees over whom
19 the legislative authority has jurisdiction in this respect, including those temporary workers who
20 have qualified pursuant to Seattle Municipal Code Section 4.20.055(C); provided, that members
21 of the Police and Fire Departments who were members of the Washington State Law
22 Enforcement and Fire Fighters Retirement ("LEOFF") System ~~((the "LEOFF" System))~~ as of
23 or before September 30, 1977 ("LEOFF 1 members"), and those employees specifically excluded
24 by provisions of salary ordinances shall not be included; provided further, that persons who
25 became members of the LEOFF System on or after October 1, 1977 ("LEOFF 2 members"), and
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1 who are represented by the Fire Fighters' Union, the Police Officers' Guild, or an equivalent
2 labor organization for labor negotiation purposes, shall receive whatever benefits of the City's
3 sick leave program as are established in the labor contract between the City and such
4 organization. Officers and employees shall accumulate sick leave credits from the date of
5 entering City service and shall be entitled to sick leave with pay after thirty (30) calendar days of
6 employment.

7 B. Cumulative sick leave with pay computed at the rate of .033 hours for all hours worked
8 and with all benefits and conditions required by Ordinance 123698 shall be granted to all
9 temporary employees not eligible for fringe benefits pursuant to Seattle Municipal Code
10 subsection 4.20.055(C), except that "work study" employees as defined by the administrative
11 rules promulgated by the Seattle Office of Civil Rights shall not be eligible for the sick leave
12 benefit.

13 C. 1. Members of the Police and Fire Department who are LEOFF 1 members will be
14 provided a paid sick leave bank called "Dependent Care and Safe Leave" to use for dependent
15 care and safe leave reasons as required by Ordinance 123698. The City authorizes the use of
16 such leave to care for an eligible family member of the LEOFF 1 member who has an illness,
17 injury, or health care appointment requiring the absence of the LEOFF 1 member from work, or
18 when such absence is recommended by a health care professional. The City also authorizes use
19 of this paid leave for safe leave reasons as required under Ordinance 123698. For purposes of
20 this dependent care paid leave only, "eligible family member" has the same meaning as provided
21 in Seattle Municipal Code 4.24.005(A); and "health care professional" has the same meaning as
22 provided in Seattle Municipal Code 4.24.005(B). This leave may not be used for any other
23 purpose.

24 2. Effective August 29, 2012, LEOFF 1 members shall have paid sick leave deposited into
25 their Dependent Care and Safe Leave accounts so that the total amount of such leave received for

1 2012 is equal to 72 hours. Thereafter, at the beginning of each calendar year, each fulltime
2 LEOFF 1 member will accrue an additional 72 hours of paid sick leave to be added to the
3 existing hours in his/her Dependent Care and Safe Leave bank. The annual accrual of paid sick
4 leave hours for part-time LEOFF 1 members will be prorated. Unused hours will be carried over
5 to the next calendar year. There is no cap or maximum limit on the number of hours a LEOFF 1
6 member may accumulate in his/her bank. LEOFF 1 members who transfer to other City
7 departments may convert a maximum of 72 Dependent Care and Safe Leave hours to traditional
8 sick leave for use authorized under Seattle Municipal Code Section 4.24 to the new position in
9 the accepting department. LEOFF 1 members may not donate Dependent Care and Safe Leave
10 hours to other members or City employees. Dependent Care and Safe Leave hours may not be
11 cash out or paid off upon retirement or at any other time.

12 Section 4. Section 4.24.030 of the Seattle Municipal Code, last amended by Ordinance
13 93257, is amended as follows:

14 **SMC 4.24.030 Change in position or department.**

15 Change in position or transfer to another City department included in the sick leave plan shall not
16 result in a loss of sick leave accumulated under this subchapter or as a Seattle Public Library
17 employee. An officer or employee reinstated or re-employed in the same or another department
18 included in this plan after termination of service, except after dismissal for cause, resignation or
19 quitting, shall be credited with all unused sick leave accumulated prior to such termination. An
20 officer or employee reinstated or re-employed in the same or another department included in this
21 plan after dismissal for cause, resignation or quitting, shall be credited with up to a maximum of
22 72 hours of unused sick leave accumulated prior to such termination, but only if such employee
23 is re-employed within seven months of his or her separation from City service.



1 Section 5. Section 4.24.035 of the Seattle Municipal Code, last amended by Ordinance
2 123143, is amended as follows:

3 Paid sick leave -- Use.

4 A. An officer's or employee's request for paid sick leave may be granted by the
5 appointing authority or a designated management representative when the officer or employee is
6 required to be absent from work because of:

7 1. A personal illness, injury or medical disability incapacitating the officer or employee
8 for the performance of duty, or personal health care appointments; or

9 2. An illness, injury, or health care appointment of an officer's or employee's eligible
10 family member as defined by SMC Section 4.24.005A, requiring the absence of the officer or
11 employee from work, or when such absence is recommended by a health care professional.

12 B. An officer's or employee's request for paid sick leave may be granted by the
13 appointing authority or a designated management representative when the officer or employee
14 chooses to be absent from work for the:

15 1. Non-medical care of a newborn child of the officer or employee or his or her spouse or
16 domestic partner; or

17 2. Non-medical care of a dependent child placed with the officer or employee or his or
18 her spouse or domestic partner for purposes of adoption, including any time away from work
19 prior to or following placement of the child to satisfy legal or regulatory requirements for the
20 adoption.

21 Paid sick leave used for the purposes contemplated by this subsection must end before the
22 first anniversary of the child's birth or placement.

23 C. An officer or employee may participate in City-sponsored blood drives as a non-
24 compensated donor without deduction of pay or paid leave balances.



1 Such participation will include the time required to travel from the work site to the blood
2 drive location and return to the work site, and a reasonable recuperation period, but may not
3 exceed three (3) hours per occurrence.

4 D. 1. Officers and regularly appointed employees shall be eligible for up to five (5)
5 workdays or forty (40) hours, whichever is less, of absence from their usual worksite without
6 reduction in pay or use of paid leave to the extent their absence is medically necessary for the
7 purpose of being a transplant donor, as that term is defined in this subsection. "Transplant donor"
8 means a regularly appointed employee or officer who:

9 a. Voluntarily donates his or her bone marrow, other tissue, or organ to a human recipient
10 for whom that particular donation has been medically matched and determined to be uniquely
11 suited or critical to a successful outcome in a medical procedure intended to save the recipient's
12 life;

13 b. Receives no compensation and has no ability to direct any compensation to any other
14 person or entity for the officer or employee's donation or participation as a donor;

15 c. Provides to his or her appointing authority reasonable advance written notice of his or
16 her need to be absent from the usual worksite as well as the reason for and expected duration of
17 the absence;

18 d. Provides written documentation satisfactory to his or her appointing authority from an
19 accredited medical institution, organization or individual of the need for the officer or employee
20 to participate as a donor; and

21 e. Has not been a transplant donor under this subsection D for a different medical
22 procedure within the twelve (12) months immediately preceding the date when the absence under
23 this subsection would commence.



1 2. A transplant donor for whom an absence in excess of the time allowed in subsection
2 D1 is documented as being medically necessary shall be eligible to use any appropriate available
3 leave balance or take unpaid leave in accordance with existing City ordinances and rules.

4 3. No absence is authorized under this subsection D for tests or for other pre-donation
5 appointments.

6 E. An officer's or employee's request for paid sick leave may be granted by the
7 appointing authority or a designated management representative when the officer or employee is
8 required to be absent from work upon cancellation of his or her child's school, daycare, or other
9 childcare service or program due to public health reasons related to pandemic influenza. The
10 Mayor shall consult with the local Health Officer or the Washington State Secretary of Health
11 prior to implementing this provision. Sick leave used for such purpose shall only be authorized
12 for the duration of the cancellation, and for the employee to care for a child who is under the age
13 of eighteen and who is a foster, biological, adopted or step child of the employee or the
14 employee's spouse or domestic partner, or a legal ward or a child for whom the employee or his
15 or her spouse/domestic partner stands in loco parentis and whose school or daycare or childcare
16 service has been cancelled due to public health reasons related to pandemic influenza.

17 F. An officer's or employee's request for use of paid sick leave may be granted by the
18 appointing authority or a designated management representative when the officer or employee is
19 absent from work for the following reasons:

20 1. When the employee's place of business has been closed by order of a public official to
21 limit exposure to an infectious agent, biological toxin or hazardous material,

22 2. To accommodate the employee's need to care for a child whose school or place of care
23 has been closed by order of a public official for such a reason.

24 3. For eligible reasons related to domestic violence, sexual assault, or stalking, as set out
25 in RCW 49.76.030 as it exists on the effective date of this ordinance.



1 Section 6. Section 4.24.040 of the Seattle Municipal Code, last amended by Ordinance
2 123143 and that currently reads as follows, is amended:

3 **SMC 4.24.040 Sick leave reporting -- Payment.**
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5 A. Compensation for absence of an officer or employee from duty for any reason contemplated
6 in Section 4.24.035 shall be paid upon approval of such absentee's appointing authority or that
7 authority's designee. In order to receive compensation for such absence, an officer or employee
8 shall make himself or herself available for such investigation, medical or otherwise, as such
9 appointing authority or the Personnel Director deems appropriate. Either such appointing
10 authority or the Personnel Director may require a supporting report of a health care professional
11 from the officer or employee. Compensation for absences beyond four (4) days shall be paid only
12 after approval by such absentee's appointing authority or that authority's designee, of a request
13 from the officer or employee supported by a report of the health care professional treating the
14 officer or employee or an individual identified in SMC Section 4.24.035 A2, or by a health care
15 professional selected by the Personnel Director. Upon request by the employing unit, an
16 employee shall provide documentation verifying cancellation of his or her child's school,
17 daycare, or other childcare service or program for sick leave use as authorized in SMC 4.24.035
18 E and SMC 4.24.035 F.2.

19
20 B. The requirements of providing supporting medical documentation from a health care
21 professional set forth in SMC Section 4.24.040A for payment of sick leave authorized under
22 SMC Section 4.24.035A to cover absences greater than four (4) days shall be waived by the
23 Mayor on the advice of the local Health Officer for the duration of time that any schools, daycare
24 programs, or other childcare services in King County are cancelled due to pandemic influenza.
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1 C. An appointing authority may require that a request for paid sick leave for to cover absences
2 greater than four days for reasons set forth under Seattle Municipal Code 4.24.035(F)3 be
3 supported by verification that the employee or employee's family member is a victim of domestic
4 violence, sexual assault, or stalking, and that the leave taken was for a reason eligible as set out
5 in RCW 49.76.030 as it exists on the effective date of this ordinance. An employee may satisfy
6 such request by providing documentation consistent with notification requirements as set out in
7 RCW 49.76.040(4) as it exists on the effective date of this ordinance.

8
9 Section 7. The Mayor is hereby authorized for and on behalf of the City to execute a
10 Memorandum of Understanding between the City and City labor unions to amend existing
11 collective bargaining agreements' paid sick leave provisions to make them consistent with the
12 changes authorized in this ordinance. The Memorandum of Understanding is attached to this
13 ordinance as Attachment 1: "Memorandum of Understanding By and Between the City of Seattle
14 and City Unions."

15 Section 8. For administrative ease, the City will implement the requirements of
16 Ordinance 123698 and Sections 1 through 7 of this ordinance on August 29, 2012, the beginning
17 of a pay period.

18 Section 9. Any acts taken consistent with and prior to the effective date of this ordinance
19 are hereby ratified and confirmed.
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1 Section 10. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the ____ day of _____, 2012, and
5 signed by me in open session in authentication of its passage this
6 ____ day of _____, 2012.

7
8 _____
9 President _____ of the City Council

10
11 Approved by me this ____ day of _____, 2012.

12
13 _____
14 Michael McGinn, Mayor

15
16 Filed by me this ____ day of _____, 2012.

17
18 _____
19 Monica Martinez Simmons, City Clerk

20 (Seal)

21
22 Attachment 1: Memorandum of Understanding By and Between the City of Seattle and City
23 Unions.



MEMORANDUM OF UNDERSTANDING

By and Between

CITY OF SEATTLE

And

CITY UNIONS

This Memorandum of Understanding ("MOU") is entered into between the City of Seattle ("City") and the unions signatory to this MOU ("Unions"). Collectively, the City and the Unions shall be known as "the Parties."

WHEREAS, on September 12, 2011, Seattle City Council passed Ordinance 123698 requiring that the City provide its employees a minimum level of sick and safe leave; and

WHEREAS, certain requirements conflict with express provisions in the parties' collective bargaining agreements; and

WHEREAS, the parties entered into negotiations and have agreed to the following:

- I) The parties shall amend their collective bargaining agreements to incorporate the following changes to sick leave benefits, effective August 29, 2012:
 - A) An officer or employee who is not eligible for disability leave under RCW 41.26 may request and the appointing authority or a designated management representative may approve paid sick leave when the officer or employee is absent from work for the following reasons:
 1. When the employee's place of business has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material, or
 2. To accommodate the employee's need to care for a child whose school or place of care has been closed by order of a public official for such a reason.
 3. For eligible reasons related to domestic violence, sexual assault, or stalking, as set out in RCW 49.76.030 as it exists on the effective date of the ordinance authorizing this MOU (see page 4).
 - B) Upon request by the employing unit, an employee shall provide documentation verifying cancellation of his or her child's school, daycare, or other childcare service or

program for sick leave use greater than four days for reasons authorized in Section I.A.2 of this MOU. An appointing authority may also require that a request for paid sick leave for to cover absences greater than four days for reasons set forth under Section 1.A.3 of this MOU be supported by verification that the employee or employee's family member is a victim of domestic violence, sexual assault, or stalking, and that the leave taken was for a reason eligible as set out in RCW 49.76.030 as it exists on the effective date of the ordinance authorizing this MOU. An employee may satisfy such request by providing documentation as set out in RCW 49.76.040(4) as it exists on the effective date of the ordinance authorizing this MOU.

C) Any sick leave taken in lieu of working a scheduled out-of-class assignment must be paid at the same rate as the out-of-class assignment. Such paid sick leave shall count towards salary step placement for the out-of-class assignment or in the event of a regular appointment to the out-of-class title within 12 months of the out-of-class assignment.

D) An employee may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties.

E) An employee who uses paid sick leave shall be compensated at the same rate he or she would have earned had he or she worked as scheduled. For example, an employee who misses a scheduled night shift associated with a graveyard premium pay would receive the premium for those hours missed due to sick leave.

F) An employee may use paid sick leave for scheduled mandatory overtime shifts missed due to eligible sick leave reasons. Payment for the missed shift shall be at the straight-time rate of pay the employee would have earned had he or she worked. An employee may not use paid sick leave for missed voluntary overtime shifts, which is scheduled work that the employee elected or agreed to add to his or her schedule.

G) Regular or benefits eligible temporary employees who are reinstated or re-employed in the same or another department after any separation, including dismissal for cause, resignation or quitting, shall also be credited with up to a maximum of 72 hours of unused sick leave accumulated prior to such termination, but only if such employee is re-employed within seven months of his or her separation from City service.

H) LEOFF 1 Employees



1. An Officer or employee who is eligible for disability leave under RCW 41.26 ("LEOFF 1" employee) will be provided a paid sick leave bank called "Dependent Care and Safe Leave" to use for dependent care and safe leave reasons as authorized under Ordinance 123698. The City authorizes the use of such leave to care for an eligible family member of the LEOFF 1 member who has an illness, injury, or health care appointment requiring the absence of the LEOFF 1 member from work, or when such absence is recommended by a health care professional. The City also authorizes use of this paid leave for safe leave reasons as required under Ordinance 123698. For purposes of dependent care paid leave only, "eligible family member" has the same meaning as provided in Seattle Municipal Code 4.24.005(A); and "health care professional" has the same meaning as provided in Seattle Municipal Code 4.24.005(B). This leave may not be used for any other purpose.

2. Effective August 29, 2012, LEOFF 1 members shall have paid sick leave deposited into their Dependent Care and Safe Leave accounts so that the total amount of such leave received for 2012 is equal to 72 hours. Thereafter, at the beginning of each calendar year, each fulltime LEOFF 1 member will accrue an additional 72 hours of paid sick leave to be added to the existing hours in his/her Dependent Care and Safe Leave bank. The annual accrual of paid sick leave hours for part-time LEOFF 1 members will be prorated. Unused hours will be carried over to the next calendar year. There is no cap or maximum limit on the number of hours a LEOFF 1 member may accumulate in his/her bank. LEOFF 1 members who transfer to other City departments may convert a maximum of 72 Dependent Care and Safe Leave hours to traditional sick leave for use authorized under Seattle Municipal Code Section 4.24 to the new position in the accepting department. LEOFF 1 members may not donate Dependent Care and Safe Leave hours to other members or City employees. Dependent Care and Safe Leave hours may not be cashed out or paid off upon retirement or at any other time.

I) Cumulative sick leave with pay computed at the rate of .033 hours for all hours worked and with all benefits and conditions required by Ordinance 123698 shall be granted to all temporary employees not eligible for fringe benefits under SMC 4.20.055(C), except that "work study" employees as defined by the administrative rules promulgated by the Seattle Office of Civil Rights shall not be eligible for the sick leave benefit.



- II) Sick leave benefits provided in this MOU are pursuant to Ordinance 123698. Should Ordinance 123698 be repealed, the benefits provided in this MOU shall sunset. Should Ordinance 123698 be amended so that a provision of the Ordinance is contrary to this MOU, all other provisions of the MOU shall prevail, and any party may request negotiations concerning impacts.
- III) To the extent that collective bargaining agreements, City procedures, rules or guidelines conflict with this MOU, this MOU shall prevail.
- IV) Any dispute regarding the interpretation and/or application of this MOU shall be addressed pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one Union has the same or similar dispute, the grievances shall be consolidated.
- V) Nothing in this MOU shall be interpreted to diminish existing benefits provided by collective bargaining agreements.

SIGNED this _____ day of _____ 2012.

Executed under the Authority
of Ordinance No. _____

FOR THE CITY OF SEATTLE

Michael P. McGinn,
Mayor

David L. Stewart
Personnel Director

David Bracilano
Labor Relations Director



FOR THE CITY UNIONS

Fernando Arevalo,
Business Representative
I.U. Painters and Allied Trades,
District Council #5

Scott Best, President
Seattle Police Dispatchers' Guild

Paul Bigman, Business Representative
I.A.T.S.E., Local 15

Mike Bolling, Business Representative
I.U. Operating Engineers, Local 286

Melody Coffman, Business Representative
IAMAW, District Lodge 160, Local 289 & 79

Dennis Conklin, Regional Director
Inland Boatmen's Union of the Pacific

Alan Cox, President
Seattle Fire Chiefs' Association
IAFF, Local 2898

Bill Dennis, Staff Representative
W.S.C.C.C.E., Council 2, Locals 21, and 21C



Steve Cant, Business Representative

IBEW, Local 77

CMEU Unit

Diana Douglas, Union Representative

P.T.E., Local 17

PTA

Chris Casillas, SPAA Representative

Seattle Prosecuting Attorneys' Assoc.

Janet Lewis, Business Representative

I.B.E.W., Local 46

Ethan Fineout, Staff Representative

W.S.C.C.C.E., Local 21Z

Brian Opland, Business Representative

Boilermakers Union, Local 104

Marty Fox, Business Representative

Sheet Metal Workers, Local 66

Rich F. O'Neill, President

Seattle Police Officers' Guild



Scott Fuquay, President

Seattle Municipal Court Marshals' Guild

I.U.P.A., Local 600

Aaron Paston, Union Representative

Seattle Parking Enforcement Ofc's Guild

Ian Gordon, Business Manager

P.S.I.E., Local 1239 and Local 1239 Security

Officers (JCC); Local 1239 Recreation Unit

Guadalupe Perez, Union Representative

IP.T.E., Local 17

PTA

Doug Henderson, Business Agent

Teamsters, Local 763 (JCC) and Municipal
Court

Eric Sano, Lieutenant

Seattle Police Management Association

Lisa Jacobs, Union Representative

P.T.E., Local 17

PTA, Probation Counselors

Joe Simpson, Union Representative

IBEW, Local 77

Transportation & City Light



Patti Kieval, Union Representative
P.T.E., Local 17
IT, PTA

Jeff Skillman, Business Representative
Pacific Northwest Regional Council of
Carpenters

Kenny Stuart, President
Seattle Fire Fighters' Union
IAFF, Local 27

Jennifer Webby, Business Representative
H.E.R.E., Local 8

Tracey A. Thompson, Secretary-Treasurer
Teamsters, Local 117 JCC Unit, Admissions
Unit, Community Service Officers &
Evidence Warehouse

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

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Personnel	David Bracilano/47874 Sarah Butler/47929	Greg Shiring/64085

Legislation Title:

AN ORDINANCE relating to City employment; amending Sections 4.20.300, 4.21.040, 4.24.010, 4.24.030, 4.24.035, and 4.24.040 of the Seattle Municipal Code; authorizing a memorandum of understanding between the City of Seattle and City labor unions; and ratifying and confirming prior acts.

Summary of the Legislation:

This legislation amends sections in the Seattle Municipal Code to make the City's sick leave benefits consistent with Ordinance 123698 on the subject of paid sick and safe leave. This legislation also authorizes a memorandum of understanding between the City and Unions amending collective bargaining agreements to incorporate changes to existing sick leave benefits. For administrative ease, the City will implement Ordinance 123698 (and associated provisions of this legislation) for its employees on August 29, 2012, the beginning of a pay period.

Background:

In September of 2011, City Council passed Ordinance 123698 requiring all private employers and the City of Seattle itself to provide a minimum level of paid sick and safe leave for its employees. As a result of the new requirements, Title IV of the Seattle Municipal Code must be revised to reflect those changes. The City provided written notice to City unions in May of 2012 and came to an agreement on implementing the new law via a memorandum of understanding.

Please check one of the following:

This legislation does not have any financial implications.

This legislation has financial implications.

Spending/Cash Flow:

Fund Name & #	Department	Budget Control Level*	2012 Expenditures	2013 Anticipated Expenditures
TOTAL			See below	See below

* See budget book to obtain the appropriate Budget Control Level for your department.

Spending/Cash Flow Notes:



Financial implications of this legislation are expected to be minimal and will be absorbed by departments. This legislation is consistent with Ordinance 123698, except that for administrative ease and equity amongst City employees, the City intends to apply the requirements to employees based outside of the City limits. Additionally, the City will implement the requirements on August 29, the beginning of a pay period, rather than September 1, 2012, when the requirements of Ordinance 123698 take effect.

Other Implications:

- a) **Does the legislation have indirect financial implications, or long-term implications?**
No, financial impacts of the legislation are as described in the Spending/Cash Flow notes above.
- b) **What is the financial cost of not implementing the legislation?**
If the legislation is not enacted, the Seattle Municipal Code will conflict with Ordinance 123698 and Ordinance 123698 will be more administratively burdensome to administer.
- c) **Does this legislation affect any departments besides the originating department?**
Yes, the legislation affects all City departments. The Personnel Department has sought participation from and has been communicating with other City departments on implementing the requirements of Ordinance 123698 and this legislation.
- d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**
None.
- e) **Is a public hearing required for this legislation?**
No.
- f) **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**
No.
- g) **Does this legislation affect a piece of property?**
No.
- h) **Other Issues:**

List attachments to the fiscal note below: None.





City of Seattle
Office of the Mayor

August 14, 2012

Honorable Sally J. Clark
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Clark:

I am transmitting the attached proposed Council Bill that amends sections in the Seattle Municipal Code to make the City's sick leave benefits consistent with Ordinance 123698 on the subject of paid sick and safe leave. This legislation also authorizes a memorandum of understanding between the City and Unions amending collective bargaining agreements to incorporate changes to existing sick leave benefits.

In September of 2011, City Council passed Ordinance 123698 requiring all private employers and the City of Seattle itself to provide a minimum level of paid sick and safe leave for its employees. As a result of the new requirements, Title IV of the Seattle Municipal Code must be revised to reflect those changes. The City provided written notice to City unions in May of 2012 and came to an agreement on implementing the new law. This agreement is reflected in the memorandum of understanding attached to the proposed ordinance. For administrative ease, the City will implement Ordinance 123698 (and associated provisions of this legislation) for its own employees on August 29, 2012, the beginning of a pay period.

Thank you for your consideration of this legislation. Should you have questions, please contact David Bracilano at (206)684-7875.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

