CITY OF SEATTLE

ORDINANCE 127005

COUNCIL BILL 120757

AN ORDINANCE relating to City employment; authorizing the execution of collective bargaining agreements between The City of Seattle and certain City unions in the Coalition of City Unions for the period from January 1, 2023, through December 31, 2026; and ratifying and confirming certain prior acts.

WHEREAS, collective bargaining agreements between The City of Seattle and certain City unions in the Coalition of City Unions expired on December 31, 2021; and

WHEREAS, a memorandum of understanding between The City of Seattle and certain City unions in the Coalition of City Unions expired on December 31, 2022; and

WHEREAS, employees represented by these unions continued to work on condition that their wages, hours, benefits, and other conditions of employment continue to be negotiated; and

WHEREAS, collective bargaining has led to tentative agreements between The City of Seattle and certain City unions in the Coalition of City Unions; and

WHEREAS, separate, future legislation will be forwarded by the City Budget Office to provide department budget appropriation authority to cover compensation items authorized in the attached collective bargaining agreements; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. 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 a collective bargaining agreement between the City and the Joint Crafts Council, substantially in the form attached to this ordinance as Attachment 1 and identified as "Agreement By and Between The City of Seattle and Joint Crafts Council."

Section 2. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of the City to execute a collective bargaining agreement between the City and PROTEC17, substantially in the form attached to this ordinance as Attachment 2 and identified as "Agreement By and Between The City of Seattle and PROTEC17 Units: Professional, Technical, Senior Business, Senior Professional and Administrative Support."

Section 3. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of the City to execute a collective bargaining agreement between the City and PROTEC17, substantially in the form attached to this ordinance as Attachment 3 and identified as "Agreement By and Between The City of Seattle and PROTEC17 Legislative Bargaining Unit."

Section 4. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of the City to execute a collective bargaining agreement between the City and PROTEC17 and the Office of Emergency Management unit, substantially in the form attached to this ordinance as Attachment 4 and identified as "Agreement By and Between The City of Seattle and PROTEC17 Strategic Advisors and Managers."

Section 5. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of the City to execute a collective bargaining agreement between the City and PROTEC17, substantially in the form attached to this ordinance as Attachment 5 and identified as "Agreement By and Between The City of Seattle/Municipal Court and PROTEC17 Unit: Municipal Court Probation Counselors."

Section 6. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of the City to execute a collective bargaining

agreement between the City and LiUNA, Local 242, substantially in the form attached to this ordinance as Attachment 6 and identified as "Agreement By and Between The City of Seattle and LiUNA, Local 242 Unit: Recreation Leaders, Recreation Attendants and Lifeguards in the Seattle Department of Parks and Recreation."

Section 7. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of the City to execute a collective bargaining agreement between the City and the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289, substantially in the form attached to this ordinance as Attachment 7 and identified as "Agreement By and Between The City of Seattle and International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289."

Section 8. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of the City to execute a collective bargaining agreement between the City and the Western States Regional Council of Carpenters, substantially in the form attached to this ordinance as Attachment 8 and identified as "Agreement By and Between The City of Seattle and Western States Regional Council of Carpenters."

Section 9. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of the City to execute a collective bargaining agreement between the City and the Washington State Council of County and City Employees, AFSCME, substantially in the form attached to this ordinance as Attachment 9 and identified as "Agreement By and Between The City of Seattle and Washington State Council of County and City Employees, AFSCME, Local 21."

Section 10. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of the City to execute a collective bargaining

agreement between the City and the Washington State Council of County and City Employees, AFSCME, substantially in the form attached to this ordinance as Attachment 10 and identified as "Agreement By and Between The City of Seattle and the Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 21C."

Section 11. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of the City to execute a collective bargaining agreement between the City and the Washington State Council of County and City Employees, AFSCME, substantially in the form attached to this ordinance as Attachment 11 and identified as "Agreement By and Between The City of Seattle and the Washington State Council of County and City Employees Local 21PA, AFSCME, AFL-CIO."

Section 12. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of the City to execute a collective bargaining agreement between the City and the Washington State Council of County and City Employees, AFSCME, substantially in the form attached to this ordinance as Attachment 12 and identified as "Agreement By and Between The City of Seattle and Washington State Council of County and City Employees, AFSCME, Local 21Z."

Section 13. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of the City to execute a collective bargaining agreement between the City and Teamsters Local Union No. 117, substantially in the form attached to this ordinance as Attachment 13 and identified as "Agreement By and Between The City of Seattle and Teamsters Local Union No. 117 Evidence Control Specialist and Community Service Officer Unit."

Section 14. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of the City to execute a collective bargaining agreement between the City and Teamsters Local Union No. 117, substantially in the form attached to this ordinance as Attachment 14 and identified as "Agreement By and Between The City of Seattle and Teamsters Local Union No. 117 for Seattle Center Guest Services Personnel."

Section 15. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of the City to execute a collective bargaining agreement between the City and the Public, Professional & Office-Clerical Employees and Drivers, Local Union No. 763, substantially in the form attached to this ordinance as Attachment 15 and identified as "Agreement By and Between The City of Seattle/Seattle Municipal Court and Public, Professional & Office-Clerical Employees and Drivers, Local Union No. 763."

Section 16. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of the City to execute a collective bargaining agreement between the City and the Public, Professional & Office-Clerical Employees and Drivers, Local Union No. 763, substantially in the form attached to this ordinance as Attachment 16 and identified as "Agreement By and Between The City of Seattle/Seattle Municipal Court and Public, Professional & Office-Clerical Employees and Drivers, Local Union No. 763 (Representing the Supervisory Employees)."

Section 17. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of the City to execute a collective bargaining agreement between the City and the Seattle Municipal Court Marshals' Guild, substantially in the form attached to this ordinance as Attachment 17 and identified as "Agreement By and Between The City of Seattle/Municipal Court and Seattle Municipal Court Marshals' Guild."

Section 18. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of the City to execute a collective bargaining agreement between the City and the Seattle Dispatchers' Guild, substantially in the form attached to this ordinance as Attachment 18 and identified as "Agreement By and Between The City of Seattle and Seattle Dispatchers' Guild."

Section 19. Any act consistent with the authority of this ordinance taken prior to its effective date is ratified and confirmed.

Section 20. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the 2nd day of April, 2024, and signed by me in open session in authentication of its passage this 2nd day of April, 2024.

Sara Nelson

President _____ of the City Council

☑ Approved / ☐ returned unsigned / ☐ vetoed this 5th day of April, 2024.

Bruce A. Harrell

Bruce A. Harrell, Mayor

Filed by me this 5th day of April, 2024.

Scheereen Dedman, City Clerk

(Seal)

Attachments:
Attachment 1 – Agreement By and Between The City of Seattle and Joint Crafts Council

Attachment 2 – Agreement By and Between The City of Seattle and PROTEC17 Units: Professional, Technical, Senior Business, Senior Professional and Administrative Support

Attachment 3 – Agreement By and Between The City of Seattle and PROTEC17 Legislative Bargaining Unit

Attachment 4 – Agreement By and Between The City of Seattle and PROTEC17 Strategic Advisors and Managers

Attachment 5 – Agreement By and Between The City of Seattle/Municipal Court and PROTEC17 Unit: Municipal Court Probation Counselors

Attachment 6 – Agreement By and Between The City of Seattle and LiUNA, Local 242 Unit: Recreation Leaders, Recreation Attendants and Lifeguards in the Seattle Department of Parks and Recreation

Attachment 7 – Agreement By and Between The City of Seattle and International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289

Attachment 8 – Agreement By and Between The City of Seattle and Western States Regional Council of Carpenters

Attachment 9 – Agreement By and Between The City of Seattle and Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 21

Attachment 10 – Agreement By and Between The City of Seattle and the Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 21C

Attachment 11 – Agreement By and Between The City of Seattle and the Washington State Council of County and City Employees Local 21PA, AFSCME, AFL-CIO

Attachment 12 – Agreement By and Between The City of Seattle and Washington State Council of County and City Employees, AFSCME, Local 21Z

Attachment 13 – Agreement By and Between The City of Seattle and Teamsters Local Union No. 117 Evidence Control Specialist and Community Service Officer Unit

Attachment 14 – Agreement By and Between The City of Seattle and Teamsters Local Union No. 117 for Seattle Center Guest Services Personnel

Attachment 15 – Agreement By and Between The City of Seattle/Seattle Municipal Court and Public, Professional & Office-Clerical Employees and Drivers, Local Union No. 763

Attachment 16 – Agreement By and Between The City of Seattle/Seattle Municipal Court and Public, Professional & Office-Clerical Employees and Drivers, Local Union No. 763 (Representing the Supervisory Employees)

Attachment 17 – Agreement By and Between The City of Seattle/Municipal Court and Seattle Municipal Court Marshals' Guild

Attachment 18 – Agreement By and Between The City of Seattle and Seattle Dispatchers' Guild

A G R E E M E N T

by

and

between

THE CITY OF SEATTLE

and

JOINT CRAFTS COUNCIL

Effective January 1, 2023, through December 31, 2026

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THIS AGREEMENT is by and between THE CITY OF SEATTLE, hereinafter referred to as the City, and the JOINT CRAFTS COUNCIL, hereinafter referred to as the Council comprised of the following Unions, hereinafter referred to as the Unions, each on its own behalf and in behalf of its own definition of "employee" as set forth within ARTICLE I of this Agreement:

UNITE HERE, Local No. 8

InlandBoatmen's Union of the Pacific

International Alliance of Theatrical Stage Employees & Moving Picture Technicians, Artists, and Allied Crafts of the United States and Canada, Local No. 15

International Brotherhood of Electrical Workers, Local No. 46

International Brotherhood of Teamsters, Local No. 763

International Brotherhood of Teamsters, Local No. 117

International Union of Painters and Allied Trades District Council No. 5

Sheet Metal Air, Rail, & Transportation Workers International Association, Local No. 66

LiUNA, Local No. 242, Security Officers

LiUNA, Local No. 242

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local No. 104

International Union of Operating Engineers, Local No. 302

ARTICLE 1 – RECOGNITION, BARGAINING UNIT AND TEMPORARY EMPLOYMENT

1.1 The City recognizes the respective Unions as the exclusive collective bargaining representatives for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington for employees employed within the bargaining units defined in Appendices A through L of this Agreement. For purposes of this Agreement and the bargaining units described herein, the following definitions shall apply:

1.1.1 The term "employee" shall be defined to include probationary employees, regular employees, full-time employees, part-time employees and temporary employees not otherwise excluded or limited in the following Sections of this Article.

1.1.2 The term "probationary employee" shall be defined as an employee who is within their first twelve (12) month trial period of employment following their initial regular appointment within the classified service.

1.1.3 The term "regular employee" shall be defined as an employee who has successfully completed a twelve (12) month probationary period and who has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.

1.1.4 The term "full-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule of forty (40) hours per week.

1.1.5 The term "part-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule averaging at least twenty (20) hours but less than forty (40) hours per week.

1.1.6 The terms temporary employee and temporary worker shall be defined to include both temporary and less than half time employees and means a person who is employed in a temporary assignment defined as one of the following types:

A. Position Vacancy - An interim assignment(s) for up to one (1) year to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent; or

B. Incumbent Absence - An interim assignment for up to one (1) year to perform work associated with a regularly budgeted position when the incumbent is temporarily absent; or

C. Short-term Assignment - An assignment for up to one (1) year, to perform work in response to emergency or unplanned needs such as peak workload, special project, or other short-term work that does not recur and does not continue year-to-year; or

D. Less than Half-time Assignment - For seasonal, on-call, intermittent or regularly scheduled work that normally does not exceed one thousand forty (1040) hours in a year, except as provided by Personnel Rule 11; or

E. Term-limited Assignment - An assignment to perform time-limited work of more than one (1) but less than three (3) years for:

1. Special time-limited project work that is clearly outside the routine work performed in the department and that requires skills and qualifications that are not typically used by the department; or
2. Replacement of a regularly appointed employee who is assigned to special term-limited project work; or
3. Replacement of a regularly appointed employee whose absence of longer than one (1) year is due to disability time loss, union leave pursuant to this Agreement, military leave of absence, or authorized absence for medical reasons.

1.1.7 Temporary workers in the following types of assignments shall cease receiving premium pay at the time indicated and begin receiving wage progression and benefits as provided in SMC 4.20.055 D:

1.1.7.1.1 Interim and short-term assignments after one thousand forty (1,040) regular straight time hours for the remainder of the assignment unless the Seattle Human Resources Director determines that the assignment will terminate so imminently that the benefits package would be of minimal value to the worker.

1.1.7.1.2 Term-limited assignments starting with the first day and for the duration of the assignment.

1.1.7.1.3 Any assignment that the appointing authority has proposed be converted to regular position authority regardless of the number of hours worked.

1.1.8 The term "interim basis" shall be defined as an assignment of a regular or probationary employee or employees to fill a vacancy in a position for a short period while said position is waiting to be filled by a regularly appointed employee.

1.2 Temporary employees shall be exempt from all provisions of this Agreement except Sections 1.2; 1.2.1; 1.2.2; 1.2.2.1; 1.2.2.2; 1.2.3; 1.2.3.1; 1.2.4; 1.2.5 (only applies if Temporary Employees are benefited); 1.2.6; 1.2.7; 1.2.8; 1.2.9; 1.2.10; 1.2.11; 1.2.12, 1.2.13, 1.2.14; 3.1.1; 5.1.1; 5.1.2; 5.1.3; 5.2; 5.4; 5.4.1; 5.4.2; 5.4.3; 5.4.4; ; 5.6; 5.6.2 (only applies if Temporary Employees are benefited); 8.2 (only applies to Temporary Employees as defined in Article 1.1.6 A-C and 1.1.6.E); 14.5; 14.5.1; 14.6.1; 14.6.2, 14.6.3; 14.10; 14.11; 14.12; 14.13; 14.18; 14.29; 14.29.1; 14.29.2; 14.29.3; 14.29.4; and Article 20, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section. Where the provisions in Personnel Rule 11 do not conflict with the expressed provisions of this Agreement, the Personnel

Rule 11 shall apply and be subject to the grievance procedure as provided for in Article 20.

1.2.1 Temporary employees who are not in benefits-eligible assignments shall be paid for all hours worked at the first pay step of the hourly rates of pay set forth within the appropriate Appendix covering the classification of work in which the employee is employed. Temporary employees who are in a benefits-eligible assignment shall receive step increases consistent with Article 4.2.1 and 4.2.4 and 4.2.5.

1.2.2 Premiums Applicable Only To City Of Seattle Temporary Employees who are not in benefits-eligible assignments - Each temporary employee shall receive premium pay as hereinafter set forth based upon the corresponding number of cumulative non-overtime hours worked by the temporary employee unless the employee is in a benefits eligible assignment:

A. 0001st hour through 0520th hour ..... 5% premium pay

B. 0521st hour through 1,040th hour ..... 10% premium pay

C. 1,041st hour through 2,080th hour ..... 15% premium pay (If an employee worked 800 hours or more in the previous twelve [12] months, they shall receive twenty percent [20%] premium pay.)

D. 2,081st hour + 20% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty-five percent [25%] premium pay.)

E. The appropriate percentage premium payment shall be applied to all gross earnings.

1.2.2.1 Once a temporary employee reaches a given premium level, the premium shall not be reduced for that temporary employee as long as the employee continues to work for the City without a voluntary break in service as set forth within Section 1.2.8. Non-overtime hours already worked by an existing temporary employee shall apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the City may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.

1.2.2.2 The premium pay in Section 1.2.2 does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage shall be added on to the premium pay percentages for the temporary employee to whom it applies.

1.2.3 Medical, Dental and Vision Coverage to Temporary Employees who are not in Benefits-Eligible Positions - Once a temporary employee has worked at least one thousand forty (1,040) cumulative non-overtime hours and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, the employee may within ninety (90) calendar days thereafter elect to participate in the City's medical, dental and vision insurance programs by agreeing to pay the required monthly premium. To participate, the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or the City, at

its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. After meeting the requirements stated in this Section, a temporary employee shall also be allowed to elect this option during any subsequent open enrollment period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion shall be dropped from City medical, dental and vision coverage and shall not be able to participate again while employed by the City as temporary unless the employee is converted from receiving premium pay to receiving benefits. If a temporary employee's hours of work are insufficient for their pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

1.2.3.1 Cumulative sick leave computed at the same rate and with all benefits and conditions required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210 shall be granted to all temporary employees not eligible for fringe benefits pursuant to SMC 4.20.055 (C).

1.2.4 Holiday Work for Non-Benefits-Eligible Temporary Employees - A temporary employee who works on any of the specific calendar days designated by the City as paid holidays shall be paid at the rate of one and one-half (1½) times their regular straight-time hourly rate of pay for hours worked during their scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1½) times the employee's regular straight-time rate of pay shall apply to those temporary employees who work on the weekend day specified as the holiday.

1.2.5 Benefits–Eligible Temporary Employee Holiday Pay - A temporary employee shall be compensated at their straight-time rate of pay for all officially recognized City holidays that occur subsequent to the employee becoming eligible for fringe benefits, for as long as the employee remains in such eligible assignment.

A. To qualify for a holiday pay, the employee must be on active pay status the normally scheduled workday before or after the holiday as provided by Section 6.2.

B. Officially recognized City holidays that fall on Saturday shall be observed on the preceding Friday. Officially recognized City holidays that fall on Sunday shall be observed on the following Monday. If the City's observance of a holiday falls on a temporary employee's normal day off, the employee shall be eligible for another day off, with pay during the same workweek.

C. Temporary employees who work less than 80 hours per pay period shall have their holiday pay pro-rated based on the number of straight-time hours compensated during the preceding pay period.

D. A temporary employee shall receive two personal holidays immediately upon becoming eligible for fringe benefits, provided the employee has not already received personal holidays in another assignment within the same calendar year.

E. Personal holidays cannot be carried over from calendar year to calendar year, nor can they be cashed out.

F. A temporary employee must use any personal holidays before their current eligibility for fringe benefits terminates. If an employee requests and is denied the opportunity to use their personal holidays during the eligibility assignment, the employing unit must permit them to use and be compensated for the holidays immediately following the last day worked in the assignment, prior to termination of the assignment.

1.2.6 Premium pay set forth within Section 1.2.2 shall be in lieu of the base level of vacation and all other fringe benefits, such as sick leave benefits that exceed legal requirements, holiday pay, bereavement leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 1.2.2.2, 1.2.3, and 1.2.4.

1.2.7 The City may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide all fringe benefits covered by the premium pay set forth within Section 1.2.2 to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 1.2.2 shall no longer be applicable to that particular group of temporary employees. The City, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide paid vacation and/or sick leave benefits to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees without providing other fringe benefits and in such event the premium pay in Section 1.2.2 shall be reduced by a percentage amount equivalent to the value of vacation and/or sick leave benefits. The applicable amount for base-level vacation shall be recognized as four-point eight one percent (4.81%) which could be higher dependent upon accrual rate increases. The applicable amount for base-level sick leave shall be four-point six percent (4.6%). The City shall not use this option to change to and from premiums and benefits on an occasional basis. The City may also continue to provide benefits in lieu of all or part of the premiums in Section 1.2.2 where it has already been doing so and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

1.2.8 A temporary employee who is assigned to a benefits eligible assignment will receive fringe benefits in-lieu-of premium pay until the assignment is converted or terminated.

1.2.9 The premium pay provisions set forth within Section 1.2.2 shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service

retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one year (twelve [12] months or twenty-six [26] pay periods), it shall be presumed that the employee's break in service was voluntary.

1.2.10 The City may work temporary employees beyond one thousand forty (1,040) regular hours within any twelve (12) month period; provided however, the City shall not use temporary employees to supplant regular positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 1.2.2, or solely to avoid considering creation of regular positions.

1.2.10.1 In the event that an interim assignment of a temporary employee to a vacant regular position accrues more than one thousand five hundred (1500) hours or accumulates hours in eighteen (18) or more consecutive pay periods, the City shall notify the union that a labor-management meeting shall take place within two (2) weeks for the purpose of discussing the status of filling the vacant position prior to one (1) year.

1.2.11 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a regular position in a step progression pay program without a break in service greater than thirty (30) days shall have their temporary service counted towards salary placement provided the service was in a job title corresponding to the same or higher classification in the same series as the regular appointment. In addition, a temporary employee who is in a term-limited assignment shall receive service credit for layoff purposes if the employee is immediately hired (within thirty (30) business days without a break in service) into the same job title and position after the term is completed.

1.2.12 Temporary employees covered by this Agreement are eligible to apply for all positions advertised internally.

1.2.13 A temporary employee who has worked one thousand forty (1,040) straight-time hours and is receiving benefits from the City may by mutual agreement be allowed to accrue compensatory time if the work unit in which the temporary employee is assigned has a practice/policy of accruing compensatory time. Scheduling compensatory time shall be by mutual agreement with the supervisor. If the temporary employee does not use their accrued compensatory time prior to the termination of the benefits eligible assignment, the compensatory time will be cashed out upon termination of the assignment.

1.2.14 A temporary employee who receives fringe benefits in-lieu-of premium pay may be eligible for the sick leave transfer program.

1.2.15 On an annual basis, the City will provide the Union with a copy of the Temporary Employee Utilization Report.

1.3 The City may establish on-the-job training program(s) in a different classification and/or within another bargaining unit for the purpose of providing individuals an

opportunity to compete and potentially move laterally and/or upwardly into new career fields. Prior to implementation of such a program(s) relative to bargaining unit employees, the City shall discuss the program(s) with the appropriate Union or Unions and the issue of bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of either party.

1.4 As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or service to the City by various segments of its citizenry. Such programs may result in individuals performing work for the City which is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth training and/or employment programs, adult training and or employment programs, vocational rehabilitation programs, work-study and student-intern programs, court-ordered community service programs, volunteer programs and other programs with similar purposes. Some examples of such programs already in effect include Summer Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work-Study, Adopt-a-Park, Seattle Conservation Corps, and court-ordered Community Service. Individuals working for the City pursuant to such programs shall be exempt from all provisions of this Agreement.

1.4.1 The City shall have the right to implement new public employment programs or expand its current programs beyond what exists as of December 31, 2014, but where such implementation or expansion involves bargaining unit work and results in a significant departure from existing practice, the City shall give thirty (30) days' advance written notice to the union of such and upon receipt of a written request from the Union thereafter, the City shall engage in discussions with the Union on concerns raised by the Union. Notwithstanding any provision to the contrary, the expanded use of individuals under such a public employment program which involves the performance of bargaining unit work within a given City department, beyond what has traditionally existed, shall not be a cause of (1) a layoff of regular employees covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by this Agreement that recently had been occupied by a regular full-time employee who performed the specific bargaining unit work now being or about to be performed by an individual under one of the City's public employment programs.

1.5 An employee who is worked out of classification or who is promoted on an interim basis from a classification falling under one bargaining unit to another bargaining unit shall remain under the jurisdiction of the initial bargaining unit until such time as their promotion becomes permanent.

ARTICLE 2 – NON-DISCRIMINATION

2.1 The City and the Council shall not unlawfully discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, sexual orientation, gender identity, veteran status, political ideology, ancestry or the presence of any sensory, mental or physical handicap unless based on a bona fide occupational qualification reasonably necessary to the operations of the City.

2.1.1 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to any gender.

ARTICLE 3 – UNION ENGAGEMENT AND PAYROLL DEDUCTIONS

3.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Council Union on behalf of the employees involved.

3.1.1 The performance of this function is recognized as a service by the City and the City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only.

3.1.2 The Council agrees to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that arise against the City for deducting dues from Union members pursuant to this Article, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

3.2 The City will provide Council Union's access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into a Council union's bargaining unit.

3.2.1 A Council Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

3.3 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Council Union representative to all employees covered by the Joint Crafts Council collective bargaining agreement.

3.3.1 At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of the bargaining unit members attending the Orientation.

3.4 The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law.

3.5 The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

3.6 New Employee and Change in Employee Status Notification - The City shall supply Council Unions with the following information as soon as possible. The City will supply the Union with the following information on a monthly basis for new employees:

A. Name
B. Home address

C. Personal phone
D. Personal email (if a member offers)
E. Job classification and title
F. Department and division
G. Work location
H. Date of hire
I. FLSA status: Hourly or salary
J. Compensation rate

Upon transition to a new Personnel Management System (Workday) the City agrees to notify the appropriate Union with New Hire information no later than one work week after the employee's first day of work. In the event that the transition is delayed or the system is unable to send weekly notice, the Parties agree to meet to discuss alternative notification processes no later than May 1, 2024.

3.6.1 The City shall also notify Council Unions on a monthly basis regarding employee status changes for employees who have transferred into a bargaining unit position and any employees who are no longer in the bargaining unit.

3.6.2 For employees who have transferred into the bargaining unit, the City shall supply the Union with the employee's name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.

3.7 Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of the Union dues authorization rules.

3.7.1 Every effort will be made by the City to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the Union that the terms of the employee's authorization regarding dues deduction revocation have been met.

3.7.2 The City will refer all employee inquiries or communications regarding union dues to the Union.

See also Appendix M

ARTICLE 4 – CLASSIFICATIONS AND RATES OF PAY

4.1 The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth within Appendices A through L which are attached hereto and made a part of this Agreement.

4.1.1 Effective January 4, 2023, base wage rates shall be increased by five percent (5%).

4.1.2 Effective January 3, 2024, base wage rates will be increased by four and one half percent (4.5%)

4.1.3 Effective January 4, 2025, base wage rates will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%).

4.1.4 Effective January 10, 2026, base wage rates will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero percent (1.0%) added, the total not to exceed five percent (5%).

4.1.5 The base wage rates referenced above shall be calculated by applying the appropriate percentage increase to base hourly rates or as otherwise provided for herein. The rates in each Appendix are understood to be illustrative of the increases provided in Articles 4.1.1 through 4.1.4, and any discrepancies shall be governed by those Articles.

4.1.6 Employees will pay the employee portion of the required premium [listed as the WA Paid Family Leave Tax and the WA Paid Medical Leave Tax on an employee's paystub] of the Washington State Paid Family and Medical Leave Program effective December 25, 2019.

4.1.7 Language Premium - Employees assigned to perform bilingual, interpretive and/or translation services for the City shall receive a two hundred dollar ($200.00) per month premium pay. The City shall ensure employees providing language access services are independently evaluated and approved. The City may review the assignment annually and may terminate the assignment at any time.

4.2 An employee, upon first appointment or assignment shall receive the minimum rate of the salary range fixed for the position as set forth within the appropriate Appendices attached hereto.

4.2.1 An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section shall be defined in terms of one month's service for each month of full-time employment, including paid absences. This provision shall not apply to temporary employees prior to regular appointment, except as otherwise provided for in Section 1.2.11 and except that step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increment shall not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2088 hours) of actual service, the employee will receive one-step increment in the higher-paid title; provided that the employee has not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class that were properly paid per Article 5.9 of this Agreement, shall apply toward salary step placement if the employee's position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

4.2.2 Those employees who have been given step increases for periodic "work outside of classification" prior to the effective date of this Agreement shall continue at that step but shall not be given credit for future step increases, except as provided for in Section 4.2.1.

4.2.3 For employees assigned salary steps other than the beginning step of the salary range, subsequent salary increases within the salary range shall be granted after twelve (12) months of actual service from the appointment or increase, then at succeeding twelve (12) month intervals to the maximum of the salary range established for the class.

4.2.4 In determining actual service for advancement in salary step, absence due to sickness or injury or other protected basis for leave under SMC 14.16 or other laws including RCW 49.46.210, for which the employee does not receive compensation may at the discretion of the City be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the City, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this Section, time lost by reason of disability for which an employee is compensated by Industrial Insurance or Charter disability provisions shall not be considered absence. An employee who returns after layoff, or who is reduced in rank to a position in the same or another department, may be given credit for such prior service.

4.2.5 Any increase in salary based on service shall become effective upon the first day immediately following completion of the applicable period of service.

4.2.6 Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated

at the same rate of pay until the combined service requirement is fulfilled for a step increase and shall thereafter receive step increases as provided in Section 4.2.1.

4.2.7 Promotions - An employee appointed to a position in a class having a higher maximum salary shall be placed at the step in the new salary range which provides an increase closest to but not less than one salary step over the most recent step received in the previous salary range immediately preceding the promotion, not to exceed the maximum step of the new salary range; provided that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "intermittent" or "as needed". However, hours worked out-of-class shall apply toward salary step placement if the employee is appointed to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

4.2.8 An employee demoted because of inability to meet established performance standards from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary step in the lower range determined as follows:

A. If the rate of pay received in the higher class is above the maximum salary for the lower class, the employee shall receive the maximum salary of the lower range.

B. If the rate of pay received in the higher class is within the salary range for the lower class, the employee shall receive that salary rate for the lower class which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class; provided however, the employee shall receive not less than the minimum salary of the lower range.

4.2.9 An employee reduced because of organizational change or reduction in force from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary rate of the lower range which is nearest to the salary rate to which the employee was entitled in their former position without reduction; provided however, such salary shall in no event exceed the maximum salary of the lower range. If an employee who has completed twenty-five (25) years of City service and who within five (5) years of a reduction in lieu of layoff to a position in a class having a lower salary range, such employee shall receive the salary the employee was receiving prior to such second reduction as an "incumbent" for so long as the employee remains in such position or until the regular salary for the lower class exceeds the "incumbent" rate of pay.

4.2.10 When a position is reclassified by ordinance to a new or different class having a different salary range, the employee occupying the position immediately prior to and at the time of reclassification shall receive the salary rate which shall be determined in the same manner as for a promotion; provided however, if the employee's salary prior to reclassification is higher than the maximum salary of the range for such new or different class, the employee shall continue to receive such higher salary as an "incumbent" for so long as the employee remains in position or until the regular salary for the classification exceeds the "incumbent" rate of pay.

4.2.11 Correction of Payroll Errors - In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two pay periods; and, upon written notice, an overpayment shall be corrected as follows:

A. If the overpayment involved only one (1) paycheck;
   1. by payroll deductions spread over two (2) pay periods; or
   2. by payments from the employee spread over two (2) pay periods.

B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than twenty-five dollars ($25.00) per pay period.

C. If an employee separates from the City service before an overpayment is repaid, any remaining amount due the City will be deducted from their final paycheck(s).

D. By other means as may be mutually agreed between the City and the employee, the union representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

ARTICLE 5 – HOURS OF WORK AND OVERTIME

5.1 Hours of Work - Eight (8) hours within nine (9) consecutive hours shall constitute a normal workday. There shall be no split work shifts. Work schedules shall normally consist of five (5) consecutive days followed by two (2) consecutive days' off, except for relief shift assignments, four (4) day/ten- (10) hour work schedules and other special schedules.

5.1.1 Meal Period - Employees shall receive a meal period which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's regular shift or when the employee is called in to work on their regular day off. The meal period shall be no less than one-half (½) hour nor more than one (1) hour in duration and shall be without compensation. Should an employee be required to work in excess of five (5) continuous hours from the commencement of their regular shift without being provided a meal period, the employee shall be compensated two (2) times the employee's straight-time hourly rate of pay for the time worked during their normal meal period and be afforded a meal period at the first available opportunity during working hours without compensation.

5.1.2 Rest Breaks - Employees shall receive a fifteen (15) minute rest break during the first four (4) hour period of their workday, and a second fifteen (15) minute rest break during the second four (4) hour period in their workday. Employees shall be compensated at their prevailing wage rate for time spent while on rest breaks.

5.1.3 Where work conditions require continuous staffing throughout a work shift for thirty (30) consecutive days or more the City may, in lieu of the meal period and rest periods set forth within Sections 5.1.1 and 5.1.2, provide a working meal period and working rest periods during working hours without a loss in pay so that such periods do not interfere with ongoing work requirements.

5.2 Overtime - All time worked in excess of eight (8) hours in any one (1) shift shall be paid for at the rate of two (2) times the straight-time rate of pay.

5.2.1 All time worked before an employee's regularly scheduled starting time shall be paid for at the rate of two (2) times the straight-time rate of pay.

5.2.2 All time worked on an employee's regularly scheduled days off shall be paid for at the rate of two (2) times the straight-time rate of pay.

5.2.3 Overtime shall be paid at the applicable overtime rate or by mutual consent between the employee and their supervisor in compensatory time off at the applicable overtime rate.

5.2.4 A "work week" for purposes of determining whether an employee exceeds forty (40) hours in a work week shall be a seven (7) consecutive day period of time beginning on Wednesday and ending on Tuesday except when expressly designated to begin and end on different days and times from the normal Wednesday through Tuesday work week.

5.2.5 All overtime work shall be offered to qualified regular employees in the classification before any temporary employees are asked to work overtime. (See J.4.11 for provision that relates to Seattle Center Laborers.)

5.3 Call Back - Employees who are called back to work after completing their regular shift shall be paid a minimum of four (4) hours straight-time pay for all time worked up to two (2) hours. Any time worked in excess of two (2) hours shall be paid for at double the straight-time rate of pay for actual hours worked.

Example: Zero (0) minutes to two (2) hours = four (4) hours' straight time pay. Two and one-half (2½) hours = five (5) hours straight-time pay. Four (4) hours = eight (8) hours straight-time pay.

5.3.1 Definition of a Call Back - A Call Back shall be defined as a circumstance where an employee has left the work premises at the completion of their regular work shift and is required to report back to work prior to the start of their next regularly scheduled work shift. An employee who is called back to report to work before the commencement of their regular work shift shall be compensated in accordance with the Call Back provisions of their Labor Agreement; provided however, in the event the employee is called back to report to work within two (2) hours from the starting time of their next regularly scheduled work shift, the employee shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of their next regularly scheduled work shift and the Call-Back provision shall not apply.

5.4 Meal Reimbursement - When an employee is specifically directed by the City to work two (2) hours or longer at the beginning or end of their normal work shift away from their place of residence of at least eight (8) hours or work two (2) hours or longer at the end of their work shift of at least eight (8) hours when the employee is called in to work on their regular day off, or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from his place of residence as a result of such additional hours of work, the employee shall be reimbursed for the "reasonable cost" of such meal in accordance with Seattle Municipal Code (SMC) 4.20.325. In order to receive reimbursement, the employee must furnish the City with a dated original itemized receipt from the establishment indicating the time of the meal no later than the end of the following pay period; otherwise, the employee shall be paid twenty dollars ($20) in lieu of reimbursement for the meal.

5.4.1 To receive reimbursement for a meal under this provision, the following rules shall be adhered to:

A. Said meal must be eaten within a reasonable time after completion of the overtime work. Meals shall not be saved, consumed and claimed at some later date.

B. In determining "reasonable cost" the following shall also be considered:
   1. The time period during which the overtime is worked.
   2. The availability of reasonably priced eating establishments at that time.
   3. The employee's dietary needs.

C. The City shall not reimburse for the cost of alcoholic beverages.

5.4.2 In lieu of any meal compensation as set forth within this Section, the City may, at its discretion, provide a meal.

5.4.3 When an employee is called out to the field or a City facility in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to their normal eight (8) hour work shift, said employee shall be eligible for meal reimbursement pursuant to Sections 5.4, 5.4.1 and 5.4.2; provided however, if the employee is not given time off to eat a meal within a reasonable time after completion of the overtime, the employee shall be paid twenty dollars ($20.00) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation.

5.4.4 Meal reimbursement while on Travel Status - An employee shall be reimbursed for meals while on travel status at the federal per diem rate. An employee will not be required to submit receipts for meals and may retain any unspent portion of an advance cash allowance for meals.

5.5 When management deems it necessary, work schedules may be established other than Monday through Friday; provided however, that where workweeks other than the basic departmental workweek schedules in force on the effective date of this Agreement are deemed necessary, the change(s) and reason therefore shall be provided to the Union at least forty-eight (48) hours in advance and, upon request, such change(s) shall be discussed with the Union.

5.5.1 Definitions - For the purpose of this section the following definitions apply:

A. Work Schedule - This is an employee's assigned workdays, work shift, and days off.

B. Workday - This is an employee's assigned day(s) of work.

C. Work Shift - This is an employee's assigned hours of work in a workday.

D. Days Off - This is an employee's assigned non-working days.

5.5.2 Extended Notice Work Schedule Change - At least fourteen (14) calendar days' advance notification shall be afforded affected employees when work schedule changes lasting longer than thirty (30) calendar days are required by the City. The fourteen (14) calendar day advance notice may be waived by mutual agreement of the employee and management, with notice to the Union.

5.5.3 Short Notice Work Schedule Change - At least forty-eight (48) hours advance notification shall be afforded affected employees when work schedule changes lasting less than thirty (30) calendar days are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first work shift worked under the new schedule.

5.5.4 Short Notice Work Shift Change - At least forty-eight (48) hours advance notification shall be afforded affected employees when work shift changes lasting less than thirty (30) calendar days are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first work shift worked under the new schedule.

5.6 Implementation of a four (4) day, forty (40) hour or other alternative work schedule shall be subject to consultation and agreement with the Union involved. In administering the four (4) day, forty (40) hour work schedule or other alternative work schedule, overtime shall be paid for any hours worked in excess of ten (10) hours per day or forty (40) hours per week. It will be clearly established whether an alternative work schedule is applicable for a temporary employee.

5.6.1 For employees who work a four (4) day, forty (40) hour work week or other alternative work schedule, the following shall apply:

If a holiday is observed on a Saturday or on a Friday that is the normal day off, the holiday will be taken on the last normal workday. If a holiday is observed on a Monday that is the normal day off or on a Sunday, the holiday will be taken on the next normal workday. This schedule will be followed unless the employee and their supervisor determine that some other day will be taken off for the holiday; provided, however, that in such case the holiday time must be used no later than the end of the following pay period. If the holiday falls on a Tuesday, Wednesday, or Thursday that is the employee's normal scheduled day off, the holiday must be scheduled off no later than the end of the following pay period.

5.6.2 Employees, including those on alternate work schedules, shall receive eight (8) hours pay per holiday (except as identified in 6.1.2. and 6.2.

Employees working an alternate work schedule during a holiday work week are permitted to make scheduling or pay status adjustments as follows:

A. Employees may revert back to a 5-day/40-hour work week, in which the holidays falls, if available.

B. Employees may use vacation or compensatory time to supplement the 8-hour holiday pay to achieve full pay for the work week without making other scheduling adjustments, or at the employees' discretion, to be unpaid.

C. By mutual agreement, pre-arranged between the employee and their supervisor, employees may work beyond their normally scheduled workday hours to make up holiday hours. These holiday make-up hours will not be counted as overtime and must be worked during the work week in which the holiday falls. In the event that a request for a modified holiday work week schedule cannot be accommodated, such denial shall not be arbitrary or capricious.

NOTE: Past practice with regard to holiday pay for employees on alternate work assignments consistent with the 1991 directive on holiday pay will continue.

5.7 Any past, present or future work schedule in which an employee, by action of the City, receives eight (8) hours pay for less than eight (8) hours work per day may be changed by the City, at any time, so as to require such an employee to work eight (8) hours per day for eight (8) hours pay.

5.8 Standby Duty - Whenever an employee is placed on Standby Duty by the City, the employee shall be available to respond to emergency calls and when necessary, report as directed. Employees who are placed on Standby Duty by the City shall be paid at a rate of ten percent (10%) of the employee's straight-time hourly rate of pay. When an employee is required to return to work while on Standby Duty the Standby Duty pay shall be discontinued for the actual hours on work duty and compensation shall be provided in accordance with Section 5.3. An employee may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties.

5.9 Work Outside of Classification - Work out of class is a management tool, the purpose of which is to complete essential public services whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a position.

5.9.1 When the duties of the higher-paid position are clearly outside the scope of an employee's regular classification for a period of three (3) hours or longer in any one (1) work week, the employee shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class rate shall be determined in the same manner as for a promotion.

5.9.2 Proper authority shall be a supervisor and/or Crew Chief, who has been designated the authority by a manager or director directly above the position which is being filled out of class, and who has budget management authority of the work unit.

5.9.3 The City shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. (If an employee is mistakenly assigned out-of-class who does not meet the above qualifications, the City will stop the practice immediately once discovered and will see that the out-of-class is paid for work already performed).

5.9.4 The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months for any one position. The six (6) month period may be exceeded under the following circumstances: 1) when a hiring freeze exists and vacancies cannot be filled; 2) extended industrial or off-the-job injury or disability; 3) when a position is scheduled for abrogation; or 4) a position is encumbered (e.g., an assignment in lieu of a layoff.

5.9.5 When such circumstances require that an out-of-class assignment be extended beyond six (6) months for any one position, the City shall notify the union or unions which represent the employee who is so assigned and/or the body of work which is being performed on an out-of-class basis. After nine (9) months, the union which represents the body of work being performed out of class must concur with any additional extension of the assignment. The union that represents the body of work will consider all requests on a good faith basis.

5.9.6 The practice of no out-of-class pay for paid leave will continue except that any sick leave taken in lieu of working a scheduled out-of-class assignment, regardless of the length of the 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.

5.9.7 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. When employees voluntarily apply for and voluntarily accept a position in a lower-level classification, they shall receive the salary rate for the lower class, which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class. For such temporary period, the employee shall continue to pay dues to the union of the higher class. The overtime provisions applicable are those of the contract covering the bargaining unit position of the work being performed on an overtime basis. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as their primary class, across union jurisdictional lines, with no change to their regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement and payment for absences do not apply in these instances.

5.9.8 An employee who is temporarily unable to perform the regular duties of their classification due to an off-the-job injury or illness may opt to perform work within a lower-paying classification dependent upon the availability of such work and subject to the approval of the City. The involved employee shall receive the salary rate for the lower class which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class.

5.9.9 The City shall make a reasonable effort to accommodate employees who have an off-the-job injury or illness with light-duty work if such work is available.

5.9.10 Out-of-class work shall be formally assigned in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties which would otherwise constitute an out-of-class assignment. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of their own classification, if the employee is not formally assigned to perform the duties on an out-of-class basis.

5.9.11 No employee may assume the duties of the higher-paid position without being formally assigned to do so except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to their department director for retroactive payment of out-of-class pay. The decision of the department director as to whether the duties were performed and whether performance thereof was appropriate shall be final.

ARTICLE 6 – HOLIDAYS

6.1 The following days, or days in lieu thereof, shall be recognized as paid holidays:

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth Day	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Indigenous Peoples' Day	2nd Monday in October
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th
Two Personal Holidays (0-9 years of service)	
Four Personal Holidays (after completion of 18,720 regular hours)	

6.1.1 Whenever any paid holiday falls upon a Sunday, the following Monday shall be recognized as the paid holiday. Whenever any paid holiday falls upon a Saturday, the preceding Friday shall be recognized as the paid holiday; provided however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 6.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 6.4 shall be made only once per affected employee for any one holiday.

6.1.1.1 Employees who have completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (Article 7.2) on or before December 31st of the current year shall receive an additional two (2) personal holidays for a total of four (4) personal holidays (per Article 6.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

6.1.2 A permanent part-time employee shall receive paid holiday time off (or paid time off in lieu thereof) based upon straight-time hours compensated during the pay period immediately prior to the pay period in which the holiday falls. The amount of paid holiday time off for which the part-time employee is eligible shall be in proportion to the holiday time off provided for full-time employees. For example, a full-time employee working eighty (80) hours per pay period would be eligible for eight (8) hours off with pay on a holiday while a part-time employee who works forty (40) hours during the pay period preceding the holiday would be eligible for four (4) hours off with pay.

6.2 To qualify for holiday pay, City employees shall have been on pay status their normal workday before or their normal workday following the holiday; provided however, employees returning from non-pay leave who start work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

6.3 A Personal Holiday shall be used during the calendar year as a regular holiday. Use of the Personal Holiday shall be requested in advance. When the Personal Holiday has been approved in advance and is later canceled by the City with less than a thirty (30) day advance notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay pursuant to Section 6.4 for all time worked on the originally scheduled Personal Holiday.

6.4 An employee who has been given at least forty-eight (48) hours advance notification and who is required to work on a holiday shall be paid for the holiday at their regular straight-time hourly rate of pay and, in addition, the employee shall receive one and one-half (1½) times their regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive one and one-half (1½) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

6.5 In the event an employee is required to work without having been given at least a forty-eight (48) hours advance notification on a holiday the employee normally would have off with pay, said employee shall be paid for the holiday at their regular straight-time hourly rate of pay and, in addition, the employee shall receive two (2) times their regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive two (2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

ARTICLE 7 – ANNUAL VACATION

7.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Article 7.3 and 7.3.1 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

7.2 Regular pay status is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time and sick leave. At the discretion of the City, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation. Time lost by reasons of disability for which an employee is compensated by Industrial Insurance or Charter Disability provisions shall not be considered absence. An employee who returns after layoff shall be given credit for such prior service.

7.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

COLUMN NO. 1 ACCRUAL RATE		COLUMN NO. 2 EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE			COLUMN NO. 3 MAXIMUM VACATION BALANCE
Hours on Regular Pay Status	Vacation Earned Per Hour	Years of Service	Working Days Per Year	Working Hours Per Year	Maximum Hours
0 through 08320	.0460	0 through 4	12	(96)	192
08321 through 18720	.0577	5 through 9	15	(120)	240
18721 through 29120	.0615	10 through 14	16	(128)	256
29121 through 39520	.0692	15 through 19	18	(144)	288
39521 through 41600	.0769	20	20	(160)	320
41601 through 43680	.0807	21	21	(168)	336
43681 through 45760	.0846	22	22	(176)	352
45761 through 47840	.0885	23	23	(184)	368
47841 through 49920	.0923	24	24	(192)	384
49921 through 52000	.0961	25	25	(200)	400
52001 through 54080	.1000	26	26	(208)	416
54081 through 56160	.1038	27	27	(216)	432
56161 through 58240	.1076	28	28	(224)	448
58241 through 60320	.1115	29	29	(232)	464
60321 and over	.1153	30	30	(240)	480

7.3.1 Effective sixty (60) calendar days after full ratification of this replacement contract, the above table shall be superseded and replaced with the following vacation accrual rate table:

Accrual Years/Hours	Vacation Days	Hours per Year	Maximum Hours
Year 0-3 / 0-6,240	12	96	192
Year 4-7 / 6,241-14,560	16	128	256
Year 8-13 / 14,561-27,040	20	160	320
Year 14-18 / 27,041-37,440	23	184	368
Year 19 / 37,440 -39,520	24	192	384
Year 20 / 39,521-41,600	25	200	400
Year 21 / 41,601 – 43,680	26	208	416
Year 22 / 43,681 – 45,760	27	216	432
Year 23 / 45,761 – 47,840	28	224	448
Year 24 / 47,841 – 49,920	29	232	464
Year 25+ - 49,921+	30	240	480

7.5 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which the employee became eligible and may accumulate a vacation balance which shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

7.6 Employees may, with Department approval, use accumulated vacation with pay upon accrual.

7.7 In the event that the City cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee shall continue to accrue vacation for a period of up to three (3) months if such exception is approved by both the Department Head and the Seattle Human Resources Director in order to allow rescheduling of the employee's vacation. In such cases the Department Head shall provide the Seattle Human Resources Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period shall be allowed.

7.8 "Service year" is defined as the period of time between an employee's date of hire and the one-year anniversary date of the employee's date of hire or the period of time between any two (2) consecutive anniversaries of the employee's date of hire thereafter.

7.9 The minimum vacation allowance to be taken by an employee shall be one-half (½) of a day, or at the discretion of the Department Head, such lesser amount as may be approved by the Department Head.

7.10 An employee who separates from City service for any reason shall be paid in a lump-sum for any unused vacation the employee has accrued.

7.11 Upon the death of an employee in active service, pay shall be allowed for any vacation earned in the preceding year and in the current year and not taken prior to the death of such employee.

7.12 Where an employee has exhausted their sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider for absences of more than three (3) continuous days. Employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.

7.13 The Department Head shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department, but which accommodate the desires of the employees to the greatest degree feasible.

7.14 Employees with prior regular City service who are appointed to regular positions within the City shall begin accruing vacation at the rate which was applicable upon their most recent separation from regular City service. Regular City service (on or before December 31, 1992) in the Seattle-King County Health Department will be considered as City service.

ARTICLE 8 – SICK LEAVE, BEREAVEMENT LEAVE, EMERGENCY LEAVE, UNION LEAVE AND VEBA

8.1 Sick Leave – Sick leave shall be defined as paid time off from work for a qualifying reason under Article 8.1 of this Agreement. Employees shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not to exceed forty (40) hours per week. If an employee's overall accrual rate falls below the accrual rate required by SMC 14.16 (Paid Sick and Safe Time) the employee shall be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of SMC 14.16. New employees entering City service shall not be entitled to use sick leave with pay during the first thirty (30) days of employment but shall accrue sick leave credits during such thirty (30) day period. An employee is authorized to use paid sick leave for hours that the employee was scheduled to have worked for the following reasons:

A. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventive care; or as otherwise required by SMC 14.16 and other applicable laws such as RCW 49.46.210; or

B. To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code SMC 4.24.005 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by SMC 14.16 and other applicable laws such as RCW 49.46.210; or

C. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such reason, or as otherwise required by SMC 14.16 and other applicable laws such as RCW 49.46.210.

D. Absences that qualify for leave under the Domestic Violence Leave Act, Chapter 49.76 RCW.

E. The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or

F. The non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for purposes of adoption, including any time away from work prior to or following placement of the child to satisfy legal or regulatory requirements for the adoption.

Sick leave used for the purposes contemplated by Article 8.1.E and F must end before the first anniversary of the child's birth or placement.

8.1.1 Abuse of paid sick leave or use of paid sick leave not for an authorized purpose may result in denial of sick leave payment and/or discipline up to and including dismissal

8.1.2 Unlimited sick leave credit may be accumulated.

8.1.3 Upon retirement, a portion of an employee's unused sick leave accruals will be directed in accordance with the VEBA provisions set forth in Section 8.4 of this Article.

8.1.3.1 Cash payments of unused sick leave may be deferred for a period of one (1) year or less, providing the employee notifies their Department Human Resources Office of their desires at the time of retirement. Request for deferred cash payments of unused sick leave shall be made in writing.

8.1.4 Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to their designated beneficiary.

8.1.5 Change in position or transfer to another City department shall not result in loss of accumulated sick leave. An employee reinstated or re-employed within one (1) year in the same or another department, after termination of service for any reason, shall be credited with all unused sick leave accumulated prior to such termination.

8.1.5.1 Regular or benefits eligible temporary employees who are reinstated or rehired within twelve (12) months of separation in the same or another department after any separation, including dismissal for cause, resignation, or quitting, shall have unused accrued sick leave reinstated as required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210.

8.1.6 In order to receive paid sick leave for reasons provided in Article 8.1.A – 8.1.D, an employee shall be required to provide verification that the employee's use of paid sick leave was for an authorized purpose, consistent with SMC 14.16 and other applicable laws such as RCW 49.46.210. However, an employee shall not be required to provide verification for absences of less than four consecutive days.

8.1.7 Conditions Not Covered - Employees shall not be eligible for sick leave when:

A. Suspended or on leave without pay and when laid off or on other non-pay status.

B. Off work on a holiday.

C. An employee works during his free time for an Employer other than the City of Seattle and their illness or disability arises therefrom.

8.1.8 Prerequisites for Payment - The following applicable requirements shall be fulfilled in order to establish an employee's eligibility for sick leave benefits.

8.1.8.1 Prompt Notification - The employee shall promptly notify the immediate supervisor, by telephone or otherwise, on the first day off due to illness and each day thereafter unless advised otherwise by the immediate supervisor. For those absences of more than one day, notification on their first day off with an expected date of return shall suffice. The employee shall advise the supervisor of any change in expected date of return. If an employee is on a special work schedule, particularly where a relief replacement is necessary when the employee is absent, the employee shall notify the immediate supervisor as far as possible in advance of the scheduled time to report for work.

8.1.8.2 Notification While On Paid Vacation Or Compensatory Time Off - If an employee is injured or is taken ill while on paid vacation or compensatory time off, the employee shall notify their department on the first day of disability that they will be using paid sick leave. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented for absences greater than three (3) continuous days.

8.1.8.3 Claims to be in 15-Minute Increments - Sick leave shall be claimed in fifteen (15) minute increments to the nearest full fifteen (15) minute increment, a fraction of less than eight (8) minutes being disregarded. Separate portions of absence interrupted by a return to work shall be claimed on separate application forms.

8.1.8.4 Limitations of Claims - All sick leave claims shall be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee shall not exceed the employee's sick leave accumulation as shown on the payroll for the pay period immediately preceding their illness or disability. It is the responsibility of their department to verify that sick leave accounts have not been overdrawn; and if a claim exceeds the accrued number of hours an employee has to their credit, the department shall correct their application.

8.1.8.5 Rate of Pay for Sick Leave Used - An employee who uses paid sick leave shall be compensated at the straight time rate of pay as required by SMC 14.16, and other applicable laws, such as RCW 49.46.210. 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. For employees who use paid sick leave hours that would have been overtime if worked, the City will apply requirements of Seattle Municipal Code 14.16 and applicable laws such as RCW 49.46.210. (See also Articles 5.8, 5.9.6 and 14.29.2 for sick leave use and rate of pay for standby duties, out-of-class assignments and shift premium).

8.1.8.6 Sick Leave Transfer Program - Employees shall be afforded the option to transfer and/or receive sick leave in accordance with the terms and conditions of the City's Sick Leave Transfer Program as established and set forth by City Ordinance. All benefits and/or rights existing under such program may be amended and/or terminated at any time as may be determined appropriate by the City. All terms, conditions and/or benefits of such program shall not be subject to the grievance procedure.

8.2 Bereavement Leave – All employees covered by this Agreement are allowed forty (40) hours off without salary deduction for bereavement purposes in the event of the death of any relative. Bereavement leave may be used in full day increments or increments of one (1) hour, at the employee's discretion. Bereavement leave must be used within one (1) year; employees may submit for exceptions to this within thirty (30) days (requests that come in after the 30 days will be considered) of the death if they know they will need longer than one (1) year to use leave for that event. This benefit is prorated for less-than-full time employees.

For purposes of this Section, "relative" is defined as any person related to the employee by blood, marriage, adoption, fostering, guardianship, in loco parentis, or domestic partnership.

8.3 Emergency Leave - One (1) day or a portion thereof per Agreement year without loss of pay may be taken off subject to approval of the employee's Supervisor and/or Department Head when it is necessary that the employee be immediately off work to attend to one of the following situations, either of which necessitates immediate action on the part of the employee:

A. The employee's spouse, domestic partner, child, parents, or grandparents has unexpectedly become seriously ill or has had a serious accident; or

B. An unforeseen occurrence with respect to the employee's household (e.g., fire, flood or ongoing loss of power). "Household" shall be defined as the physical aspects, including pets, of the employee's residence or vehicle; or

C. The emergency leave benefit must also be available to the employee in the event of inclement weather or natural disaster within the City limits or within the city or county in which the member resides that makes it impossible or unsafe for the employee to physically commute to their normal work site at the start of their normal shift.

D. A "day" of emergency leave may be used for separate incidents in one (1) hour increments. The total hours compensated under this provision, however, shall not exceed eight (8) hours in a contract year.

8.4 Retirement VEBA - Each bargaining unit will conduct a vote to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) to provide post-retirement medical expense benefits to members who retire from City service.

8.4.1 Contributions from Unused Paid Time off at Retirement

A. Eligibility-to-Retire Requirements:
1. 5 – 9 years of service and are age 62 or older
2. 10 – 19 years of service and are age 57 or older
3. 20 – 29 years of service and are age 52 or older
4. 30 years of service and are any age

B. The City will provide each bargaining unit with a list of its members who are expected to meet any of the criteria in paragraph A above as of December 31, 2026.

C. If the members of the bargaining unit who have met the criteria described in paragraph A above vote to require VEBA contributions from unused paid time off, then all members of the bargaining unit who are eligible to retire and those who become eligible during the life cycle of this contract shall, as elected by the voting members of the bargaining unit:

1. Contribute 35% of their unused sick leave balance into the VEBA upon retirement; or
2. Contribute 50% of their unused vacation leave balance into the VEBA upon retirement; or
3. Contribute both 35% of their unused sick leave balance and 50% of their unused vacation leave balance upon retirement.

D. If the members of the bargaining unit who have satisfied the eligibility-to-retire requirements described in paragraph A above as of December 31, 2026, do not vote to require VEBA contributions from unused sick leave, members may either:

1. Transfer 35% of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan, subject to the terms of the Plan and applicable law; or
2. Cash out their unused sick leave balance at 25% to be paid on their final paycheck.

In either case, the remaining balance of the member's unused sick leave will be forfeited.

8.4.2 Contributions from Employee Wages (all regular employees who are part of the bargaining unit)

A. Each bargaining unit will conduct a vote for all regular employees, as defined in the City's employer personnel manual, to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) for active employees to participate in an Active VEBA. Once they begin participating in the VEBA, employees may file claims for eligible expenses as provide under the terms of the VEBA.

B. If the bargaining unit votes to require VEBA contributions from employee wages, then all members of the bargaining unit shall, as elected by the bargaining unit as to all of its members, make a mandatory employee contribution of one of the amounts listed below into the VEBA while employed by the City:

1. $25 per month, or
2. $50 per month.

8.4.2.1 Allocation of Responsibility - The City assumes no responsibility for the tax consequences of any VEBA contributions made by or on behalf of any member. Each union that elects to require VEBA contributions for the benefit of its members assumes sole responsibility for insuring that the VEBA complies with all applicable laws, including, without limitation, the Internal Revenue Code, and agrees to indemnify and hold the City harmless for any taxes, penalties and any other costs and expenses resulting from such contributions.

8.5 Sabbatical Leave and VEBA – Members of a bargaining unit that votes to accept the VEBA **and** who meet the eligible-to-retire criteria are not eligible to cash out their sick leave at 25% as a part of their sabbatical benefit. Members who do not meet the eligible-to-retire criteria may cash out their sick leave at 25% in accordance with the sabbatical benefit.

8.6 Paid Parental Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, "Paid Parental Leave," may take leave for bonding with their new child.

8.7 Bea's Law – SMC 4.29, Paid Family Care Leave, which includes "Bea's Law" is hereby incorporated by reference into this Agreement.

8.8 Shared Sick Leave Pool

The City will standardized the current sick leave transfer ("donation") program across all City departments through the following actions:

- Standardization of:
  - Forms
  - Processing templates
  - FAQs
  - Interdepartmental donation of sick leave
- Anonymizing sick leave requests for potential recipients
- Anonymizing sick leave donations from contributors

The intent of the program is to create a mandatory and uniform system that will function across departments as the established protocol for all sick leave donation requests and donations. The City agrees to perform this standardization using a Labor-Management Committee ("LMC") meeting, which will work in consultation with appropriate subject matter experts ("SMEs"), including but not limited to Seattle Human Resources, FAS Citywide Payroll and Business Systems, ITD HRIS and Race and Social Justice SMEs. The City further agrees to convene the LMC no later than 90 days from execution of this Agreement and to meet no less than monthly on the standardization process beginning in the month following the initial convening of the LMC.

8.9 SPFML Top-Up

Employees receiving SPFML may use any of their accrued paid and/or granted leave ("leave") to supplement the SPFML benefit payment, up to 100% of their weekly salary paid by the City of Seattle. The use of such leave to augment the SPFML benefit shall be called "supplemental leave pay." Use of Leave by an employee to supplement SPFML is strictly voluntary. The City cannot require an employee to use accrued Leave to supplement SPFML benefits.

Supplemental Leave Pay Utilization Process

A. Leave for the purposes of this proposal, is defined as all accrued and/or granted leave as set forth and defined in the City of Seattle Municipal Code Title 4 (Personnel) Sections 4.24 through 4.34 (vacation, sick leave, floating, merit, comp time, executive, etc.).

B. Supplemental leave pay may be accessed starting the first pay period after the City has received the final SPFML claim determination notice from the Washington State Employment Security Department ("ESD").

C. Supplemental Leave Supplemental leave can be used by employees based on the date range signified in the SPFML eligibility letter. For instances in which that date has passed, employees can submit time sheet correction requests to add the use of supplemental leave, as defined above. No time sheet corrections or reactivity shall be applied to any date or SPFML prior to the execution of this Agreement.

D. The use of supplemental leave to "top-up" an employee's SPFML benefit shall not exceed the amount of accrued and/or granted leave the employee has available in their balances.

E. The use of accrued and/or granted paid leave to supplement the SPFML benefit will be available in 15 minute increments, except for when the accrued and/or granted paid Leave the employee requests to be used to supplement the SPFML must be used in full day increments as specified by a given collective bargaining agreement or by City code or Personnel rules (e.g. personal holidays), and then shall be only available in full-day increments.

F. An employee must have already accrued the paid/granted leave they seek to use for the pay period in which they seek to use it.

G. It is the employee's responsibility for determining whether they have the accrued/and or granted leave they seek to use in a given pay period to supplement the SPFML.

8.10 Union Leave - Upon written request, a regular employee elected or appointed to a Union office that requires all of their time will be given a leave of absence without pay from work, not to exceed one (1) year, with approval of the appointing authority based on the business needs of the department. The appointing authority will respond to such requests in writing within fourteen (14) calendar days. Should the appointing authority reject a request for Union Leave, the written response will include an explanation of the business need for the denial. Requests for Union Leave will not be unreasonably denied.

Leave may not be approved for more than one (1) employee at a time per Department. To be eligible for union leave under this provision, the employee must not currently be serving a probation or trial service.

A regular employee designated by the Union to serve on official union business that requires a part of their time will be given a leave of absence without pay from work, provided it can be done without detriment to City services and at least forty-eight (48) hours written notice is given to the Director. The employee will not suffer a loss of bargaining unit seniority rights and will accumulate the same during such leave.

The parties agree that at the City's sole discretion, the leave may be terminated in the event of layoff. The City will provide one month notice before recalling an employee. The parties further agree that the City may at its sole discretion hire term limited temporary employees to backfill for the absent employee.

ARTICLE 9 – INDUSTRIAL INJURY OR ILLNESS

9.1 Any employee who is disabled in the discharge of their duties and if such disablement results in absence from their regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.

9.1.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to their sick leave or vacation or other paid leave account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation or other paid leave may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation or other paid leave is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability equals or extends beyond fourteen (14) calendar days, then (1) any accrued sick leave, vacation, or other paid leave utilized due to absence from their regular duties as provided for in this section shall be reinstated and the employee shall be paid in accordance with Section 9.1 which provides payment at the eighty percent (80%) rate, or (2) if no sick leave, vacation, or other paid leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 9.1.

9.1.2 Such compensation shall be authorized by the Seattle Human Resources Director or their designee with the advice of such employee's Department Head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

9.1.3 In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions (taxes, retirement). This provision shall become effective when SMC 4.44 - Disability Compensation is revised to incorporate this limit.

9.1.4 Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of

Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

9.1.4.1 The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) calendar days after notification to the employee.

9.2 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay, but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 9.1. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 9.1.

9.3 Any employee eligible for the benefits provided by SMC 4.44 whose disability prevents them from performing their regular duties, but in the judgment of their physician could perform duties of a less strenuous nature, shall be employed at their normal rate of pay in such other suitable duties as the Department Head shall direct, with the approval of such employee's physician until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

9.4 Sick leave shall not be used for any disability herein described except as allowed in Section 9.1.

9.5 The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.

9.6 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 R.C.W.

9.7 The parties agree either may reopen for negotiation the terms and conditions of this Article.

ARTICLE 10 – PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

10.1 The following shall define terms used in this Article:

10.1.1 Probationary Period - A twelve (12) month period of employment following an employee's initial regular appointment within the Civil Service to a position.

10.1.2 Regular Appointment - The authorized appointment of an individual to a position covered by Civil Service.

10.1.3 Trial Service Period/Regular Subsequent Appointment - A twelve (12) month trial period of employment of a regular employee beginning with the effective date of a subsequent, regular appointment from one classification to a different classification; through promotion or transfer to a classification in which the employee has not successfully completed a probationary or trial service period; or rehire from a Reinstatement Recall List to a department other than that from which the employee was laid off.

10.1.4 Regular Employee - An employee who has successfully completed a twelve (12) month probationary period and has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause or retirement.

10.1.5 Revert - To return an employee who has not successfully completed their trial service period to a vacant position in the same class and former department (if applicable) from which the employee was appointed.

10.1.6 Reversion Recall List - If no such vacancy exists to which the employee may revert, the employee will be removed from the payroll and their name placed on a Reversion Recall List for the class/department from which the employee was removed.

10.2 Probationary Period/Status of Employee - Employees who are initially appointed to a position shall serve a probationary period of twelve (12) months.

10.2.1 The probationary period shall provide the department with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the position, and to terminate any employee whose work performance fails to meet the required standards.

10.2.2 An employee shall become regular after having completed their probationary period unless the individual is dismissed under provisions of Section 10.3 and Section 10.3.1.

10.3 Probationary Period/Dismissal - An employee may be dismissed during their probationary period after having been given written notice five (5) working days prior to the effective date of dismissal. However, if the department believes the best interest of the City requires the immediate dismissal of the probationary employee, written notice of only one (1) full working day prior to the effective date of the dismissal shall

be required. The reasons for the dismissal shall be filed with the Seattle Human Resources Director and a copy sent to the Union.

10.3.1 An employee dismissed during their probationary period shall not have the right to appeal the dismissal. When proper advance notice of the dismissal is not given, the employee may enter an appeal (for payment of up to five (5) days' salary), which the employee would have otherwise received had proper notice been given. If such a claim is sustained, the employee shall be entitled to the appropriate payment of salary but shall not be entitled to reinstatement.

10.4 Trial Service Period - An employee who has satisfactorily completed their probationary period and who is subsequently appointed to a position in another classification shall serve a twelve (12) month trial service period, in accordance with Section 10.1.3.

10.4.1 The trial service period shall provide the department with the opportunity to observe the employee's work and to train and aid the employee in adjustment to the position, and to revert such an employee whose work performance fails to meet required standards.

10.4.2 An employee who has been appointed from one classification to another classification within the same or different department and who fails to satisfactorily complete the trial service period shall be reverted to a vacant position within that department and classification from which the employee was appointed.

10.4.3 Where no such vacancy exists, such employee shall be given fifteen (15) calendar days' written notice prior to being placed on a Reversion Recall List for their former department and former classification and being removed from the payroll.

10.4.4 An employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the department, the employee and the Union, subject to approval by the Seattle Human Resources Director prior to expiration of the trial service period.

10.4.5 Employees who have been reverted during the trial service period shall not have the right to appeal the reversion.

10.4.6 The names of regular employees who have been reverted for purposes of re-employment in their former department shall be placed upon a Reversion Recall List for the same classification from which they were promoted or transferred for a period of one (1) year from the date of reversion.

10.4.7 If a vacancy is to be filled in a department and a valid Reversion Recall List for the classification for that vacancy contains the name(s) of eligible employees who have been removed from the payroll from that classification and from that department, such employees shall be reinstated in order of their length of service in that classification. The employee who has the most service in that classification shall be the first reinstated.

10.4.8 An employee whose name is on a Valid Reversion Recall List for a specific job classification who accepts employment with the City in that same job classification shall have their name removed from the Reversion Recall List. Refusal to accept placement from a Reversion Recall List to a position the same, or essentially the same, as that which the employee previously held shall cause an employee's name to be removed from the Reversion Recall List, which shall terminate rights to reemployment under this Reversion Recall List provision.

10.4.9 An employee whose name is on a valid Reversion Recall List who accepts employment with the City in another class and/or department shall have their name removed from the Reversion Recall List.

10.4.10 A reverted employee shall be paid at the step of the range which the employee normally would have received had the employee not been appointed.

10.5 Subsequent Appointments During Probationary Period Or Trial Service Period - If a probationary employee is subsequently appointed in the same classification from one department to another, the receiving department may, with approval of the Seattle Human Resources Director, require that a complete twelve (12) month probationary period be served in that department. If a regular employee or an employee who is still serving a trial service period is subsequently appointed in the same classification from one department to another, the receiving department may, with the approval of the Seattle Human Resources Director, require that a twelve (12) month trial service period be served in that department.

10.5.1 If a probationary employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month probationary period in the new classification. If a regular employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month trial service period in the new classification.

10.5.2 Within the same department, if a regular employee is appointed to a higher classification while serving in a trial service period, the trial service period for the lower classification and the new trial service period for the higher classification shall overlap provided that the higher and lower classifications are in the same or a closely related field. The employee shall complete the term of the original trial service period and be given regular status in the lower classification. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

10.5.3 Within the same department, if a probationary employee is regularly appointed to a higher classification while serving in a probationary period, the probationary period and the new trial service period for the higher classification shall overlap provided the higher and the lower classifications are in the same or a closely related field. The employee shall complete the term of the original probationary period and be given regular standing in the lower class. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

10.6 The probationary period shall be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness or other protected leave under SMC 14.16 or other laws including RCW 49.46.210, vacations, jury duty, and military leaves shall not result in an extension of the probationary period, but upon approval of the Seattle Human Resources Director, an employee's probationary period may be extended so as to include the equivalent of a full twelve (12) months of actual service where there are numerous absences.

10.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 11.

ARTICLE 11 – TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL

11.1 Transfers - The transfer of an employee shall not constitute a promotion except as provided in Section 11.1.2.(5).

11.1.1 Intra-departmental Transfers - An appointing authority may transfer an employee from one position to another position in the same class in their department without prior approval of the Seattle Human Resources Director, but must report any such transfer to the Seattle Department of Human Resources within five (5) days of its effective date.

11.1.2 Other transfers may be made upon consent of the appointing authorities of the departments involved and with the Seattle Human Resources Director's approval as follows:

A. Transfer in the same class from one department to another.

B. Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.

C. Transfer, in lieu of layoff, may be made to a position in the same class to a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular, trial service or probationary employee is not displaced. The employee subject to layoff shall have this opportunity to transfer provided there is no one on the Reinstatement Recall List for the same class for that department. If there is more than one employee eligible for transfer in lieu of layoff in the same job title, the employee names shall be placed on a layoff transfer list in order of job class seniority. Eligibility to choose this opportunity to transfer is limited to those employees who have no rights to other positions in the application of the layoff language herein including Section 11.3.4.

1. A department will be provided with the names of eligible employees and their job skills. The department will fill the position with the most senior employee with the job skills needed for the position. The department may test or otherwise affirm the employee has the skills and ability to perform the work.
2. An employee on the layoff transfer list who is not placed in another position prior to layoff shall be eligible for placement on the Reinstatement Recall List pursuant to Section 11.4.

D. Transfer, in lieu of layoff, may be made to a single position in another class in the same or a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular, trial service or probationary employee is not displaced.

E. Transfer, in lieu of layoff, may be made to a single position in another class when such transfer would constitute a promotion or advancement in the service provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service or probationary employee is not displaced and when transfer in lieu of layoff under Section 11.1.2.(4) is not practicable.

F. The Seattle Human Resources Director may approve a transfer under Sections 11.1.2 (1), (2), (3), (4) or (5) above with the consent of the appointing authority of the Receiving Department only, upon a showing of the circumstances justifying such action.

G. Transfer may be made to another similar class with the same maximum rate of pay in the same or a different department upon the Director's approval of a written request by the appointing authority.

11.1.2.1 Employees transferred pursuant to the provisions of Section 11.1.2 shall serve probationary and/or trial service periods as may be required in Article 10, Sections 10.5, 10.5.1, 10.5.2, and 10.5.3.

11.1.3 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular employees shall be given priority consideration for lateral transfer to any open position in the same classification within their department.

11.1.4 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular part-time employees shall be given priority consideration for full-time positions in the same classification which become available within their department.

11.2 Voluntary Reduction - A regularly appointed employee may be reduced to a lower class upon their written request stating their reason for such reduction, if the request is concurred in by the appointing authority and is approved by the Seattle Human Resources Director. Such reduction shall not displace any regular, trial service or probationary employee.

11.2.1 The employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 11.5. Upon a showing, concurred in by the appointing authority of the department that the reason for such voluntary reduction no longer exists, the Seattle Human Resources Director may restore the employee to their former status.

11.3 Layoff - The City shall notify the Union and the affected employees in writing at least two (2) weeks in advance whenever possible, when a layoff is imminent within the bargaining unit.

11.3.1 Layoff for purposes of this Agreement shall be defined as the interruption of employment and suspension of pay of any regular, trial service or probationary employee because of lack of work, lack of funds or through reorganization. Reorganization when used as a criterion for layoff under this Agreement shall be based upon specific policy decision(s) by legislative authority to eliminate, restrict or reduce functions or funds of a particular department.

11.3.2 In a given class in a department, the following shall be the order of layoff:

A. Interim appointees

B. Temporary or intermittent employees not earning service credit.

C. Probationary employees*****

D. Trial service employees* (who cannot be reverted in accordance with Section 10.4.2.)

E. Regular employees* in order of their length of service, the one with the least service being laid off first.

***** Except as their layoff may be affected by military service.

11.3.3 However, the City may lay off out of the order described above for one or more of the reasons cited below:

A. Upon showing by the appointing authority that the operating needs of the department require a special experience, training, or skill.

B. When (1) women or minorities are substantially underrepresented in an "EEO" category within a department; or (2) a planned layoff would produce substantial underrepresentation of women or minorities; and (3) such layoff in normal order would have a negative, disparate impact on women or minorities; then the Seattle Human Resources Director shall make the minimal adjustment necessary in the order of layoff in order to prevent the negative disparate impact.

11.3.4 At the time of layoff, a regular employee or a trial service employee (per 11.3.2 above) shall be given an opportunity to accept reduction (bump) to the next lower class in a series of classes in their department or the employee may be transferred as provided in Section 11.1.2(3). An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 11.5.

11.4 Recall - The names of regular, trial service, or probationary employees who have been laid off shall be placed upon a Reinstatement Recall List for the same class and for the department from which laid off for a period for one (1) year from the date of layoff.

11.4.1 Anyone on a Reinstatement Recall List who becomes a regular employee in the same class in another department shall lose their reinstatement rights in their former department.

11.4.2 Refusal to accept work from a Reinstatement Recall List shall terminate all rights granted under this Agreement; provided, no employee shall lose reinstatement eligibility by refusing to accept appointment in a lower class.

11.4.3 If a vacancy is to be filled in a given department and a Reinstatement Recall List for the classification for that vacancy contains the names of eligible employees who were laid off from that classification, the following shall be the order of the Reinstatement Recall List:

A. Regular employees laid off from the department having the vacancy in the order of their length of service. The regular employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.

B. Trial service employees laid off from the department having the vacancy in the order of their length of service. The trial service employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.

C. Probationary employees laid off from the department having the vacancy without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.

D. Regular employees laid off from the same classification in another City department and regular employees on a Layoff Transfer List. The regular employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 10, Section 10.4 shall apply.

E. Trial service employees laid off from the same classification in another City department and trial service employees on a Layoff Transfer List. The trial service employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 10, Section 10.4 shall apply.

F. Probationary employees laid off from the same classification in another City department and probationary employees on the Layoff Transfer List without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.

G. The City may recall laid-off employees out of the order described above upon showing by the appointing authority that the operating needs of the department require such experience, training, or skill.

H. The Council agrees that employees from other bargaining units whose names are on the Reinstatement Recall List for the same classifications shall be considered in the same manner as employees of these bargaining units provided the Union representing those employees has agreed to a reciprocal right to employees of these bargaining units. Otherwise, this section shall only be applicable to those positions that are covered by this Agreement.

11.4.4 Nothing in this Article shall prevent the reinstatement of any regular, trial service, or probationary employee for the purpose of appointment to another lateral title or for voluntary reduction in class as provided in this Article.

11.5 For purposes of layoff, service credit in a class for a regular employee shall be computed to cover all service subsequent to their regular appointment to a position in that class and shall be applicable in the department in which employed and specifically as follows:

A. After completion of the probationary period, service credit shall be given for employment in the same, equal or higher class, including service in other departments and shall include temporary or intermittent employment in the same class under regular appointment prior to permanent appointment.

B. A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position.

C. Service credit shall be given for previous regular employment of an incumbent in a position which has been reallocated and in which the employee has been continued with recognized standing.

D. Service credit shall be given for service prior to an authorized transfer.

E. Service credit shall be given for time lost during:

1. Jury Duty;
2. Disability incurred in line of service;
3. Illness or disability compensated for under any plan authorized and paid for by the City;
4. Service as a representative of a Union affecting the welfare of City employees;
5. Service with the armed forces of the United States, including but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

11.5.1 No service credit shall be given:

A. For service of a regular employee in a lower class to which the employee has been reduced and in which the employee has not had regular standing, except from the time of such reduction.

B. For any employment prior to a separation from the Civil Service other than by a resignation which has been withdrawn within sixty (60) days from the effective date of the resignation and such request for withdrawal bears the favorable recommendation of the appointing authority and is approved by the Seattle Human Resources Director.

11.6 The City agrees to support employees facing layoff by providing the Project Hire program during the term of this Agreement. If a department is hiring for a position in which the employee is qualified, and if no business reason would otherwise make the employee unsuitable for employment, the employee will be interviewed for the vacancy. This provision does not create any guarantee or entitlement to any position. The Project Hire guidelines apply.

ARTICLE 12 – HEALTH CARE, DENTAL CARE, LIFE AND LONG-TERM DISABILITY INSURANCE

12.1 Effective January 1, 2023, the City shall provide medical, dental, and vision plans (with Kaiser Standard, Kaiser Deductible, Aetna Traditional, Aetna Preventative and Delta Dental of Washington as self-insured plans, and Dental Health Services, and Vision Services Plan) for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. For the term of this Agreement, the selection, addition and/or elimination of medical, dental, and vision benefit plans, and changes to such plans including, but not limited to, changes in benefit levels, co-pays and premiums, shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

12.1.1 An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 12.1 or similar programs as determined by the Labor-Management Health Care Committee.

12.1.2 For the term of this Agreement, the City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.

12.1.3 Employees who retire and are under the age of 65 shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.

12.1.4 New, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).

12.2 Life Insurance - The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows:

12.2.1 Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees' participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employees' share of the monthly premiums or for life insurance purposes otherwise negotiated.

12.2.2 Whenever the Group Term Life Insurance Fund contains substantial rebate monies which are earmarked pursuant to Sections 12.2 or 12.2.1 to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact.

12.2.3 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.

12.3 Long Term Disability - The City shall provide a long-term disability (LTD) Insurance program for all eligible employees for occupation and non-occupational accidents or illnesses. The City shall pay the full monthly premium cost of a base plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first six hundred sixty-seven dollar ($667.00) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum eight thousand three hundred thirty-three dollars [$8,333.00] per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.

12.3.1 During the term of this Agreement, the City may, at its discretion change or eliminate the insurance carrier for any long-term disability benefits covered by Section 12.3 and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.

12.3.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2023 for the base plan; provided further, such cost shall not exceed the maximum limitation on the City's premium obligation per calendar year as set forth within Section 12.3.

12.4 Long-Term Care - The City may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.

12.5 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.

12.6 Labor-Management Health Care Committee - A Labor-Management Health Care Committee was established and became effective January 1, 2001, by the parties. This Committee is responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall operate and exercise its appropriate decision-making authorities consistent with said Memorandum of Agreement and decide whether to administer other City-provided insurance benefits.

ARTICLE 13 – RETIREMENT

13.1 Pursuant to Ordinance 78444 as amended, all employees shall be covered by the Seattle City Employees Retirement System (SCERS).

13.2 All eligible employees hired on or after January 1, 2017 shall be covered by SCERS II consistent with Ordinance No. 78444, as amended.

ARTICLE 14 – GENERAL CONDITIONS

14.1 Mileage Allowance – An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes for all miles driven in the course of City business on that day with a minimum guarantee of five (5) miles.

14.1.1 The per mile mileage reimbursement rate shall be adjusted up or down to reflect the current rate.

14.1.2 In those situations where an employee within a particular job classification is regularly scheduled every shift to report to a headquarter site and to a job site at a different location and/or to report to more than one job site within the course of one shift, the employing department shall provide the necessary transportation. As an alternative, if the employing department requires the employee to drive their personal automobile to the job sites, special mileage provisions may be negotiated on a case-by-case basis.

14.2 Skagit Conditions - When City Light employees working at the Skagit facilities are prevented (due to impassable roads on Skagit project or similar conditions) from returning to their regular place of residence after completing their workday or shift, the Department shall provide the employee with suitable food and quarters at no cost to the employees. In addition, the Department shall pay one hour's pay per day, at the employee's regular hourly rate, for each day away from their regular residence.

14.2.1 Skagit Conditions - City Light employees traveling to a work site other than where they are normally assigned shall travel in Department vehicles or vessels on Department time.

14.3 City Light Department Out-of-Town Rules - When an employee, crews, or any part of a crew or crews, regularly assigned to a headquarter inside the distribution area is or are to be shifted to any location outside the Seattle distribution area to perform a specific job, the following conditions shall prevail:

A. Acceptable board and lodging shall be furnished by the Department.

B. Time consumed in traveling to and from Seattle and the work location shall be considered part of the workday. Any time consumed in this travel to and from Seattle outside of regular working hours shall be at the overtime rate of pay.

C. The normal workweek shall be Monday through Friday. Hours of work shall be 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch. Other workweeks and hours may be established if necessary, in order to coordinate with other forces.

D. An employee regularly assigned to the Seattle distribution area shall not be assigned to work at any headquarters outside that area for more than thirty (30) working days out of any ninety (90) working days.

E. At least forty-eight (48) hours' notice shall be given the employees for assignment to work outside the Seattle distribution area, except in an extreme emergency.

F. In order to coordinate work schedules, personnel temporarily assigned to the Boundary Project shall be paid one-half (½) hour extra pay per day at the straight-time rate as compensation for travel between the work site and the board and lodging facility.

14.4 Union Visitation - The Union Representatives of a Union party to this Agreement and/or the duly authorized representative of the Council may, after notifying the City official in-Charge, visit the work location of employees covered by this Agreement at any reasonable time during working hours. For purposes of this Section, "City official in-Charge" shall mean the supervisor in-charge of the work area to be visited or, if the work area is located outside of the corporate limits of the City of Seattle, the "City official in-Charge" shall mean the official in-charge of that particular facility (e.g., Skagit Project), or, the official designated by the affected department. The Union representative shall limit their activities during such visit to matters relating to this Agreement. Such visits shall not interfere with work functions of the department. City work hours shall not be used by employees and/or the Union representative for the conduct of Union business or the promotion of Union affairs other than hereinbefore stated.

14.5 Union Shop Stewards - A Union party to this Agreement may appoint a shop steward in the various City departments affected by this Agreement. Immediately after appointment of its shop steward(s), each Union must furnish the Seattle Department of Human Resources and the affected Department(s) with a list of those employees who have been designated as shop stewards and their area of responsibility. Failure to provide such a list and/or disagreement over the number and/or area of responsibility of shop stewards between the City and a Union covered by this Agreement shall result in non-recognition by the City of the appointed shop stewards in question. The City must notify the affected Union within fifteen (15) calendar days of receipt of the Union's list or revised list if it objects to the number and/or area of responsibility of appointed shop stewards. Where there is a disagreement over the number and/or area of responsibility of appointed shop stewards, said issues shall be discussed between the City and the affected Union. If the parties cannot mutually resolve their differences, the issues shall be submitted to the Labor-Management Committee for final resolution. The list shall also be updated as needed. Shop stewards shall perform their regular duties as such but shall function as the Union's representative on the job solely to inform the Union of any alleged violations of this Agreement and process grievances relating thereto; provided however, temporary employees may serve as shop stewards to inform the Union of any alleged violations of this Agreement that apply to temporary employees only and may process grievances relating thereto. The shop steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours.

14.5.1 Shop stewards shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement, but under no circumstances shall shop stewards interfere with orders of the Employer or change working conditions.

14.6 Safety Standards - All work shall be done in a competent and professional tradesperson manner, and in accordance with the State of Washington Safety Codes and the City of Seattle Safety Rules which shall be complied with.

14.6.1 The practice of safety as it relates to City employees and equipment shall be paramount and in accordance with Washington Industrial Safety And Health Act (WISHA) standards.

14.6.2 The minutes of safety meetings shall be posted on the department bulletin boards.

14.6.3 No employee shall be required to operate unsafe equipment or work with unsafe material where adequate safeguards are not provided. An employee shall not be disciplined or suffer a loss of wages if any of the conditions described herein actually prevail. Upon determination or suspicion that the equipment or material is unsafe where safeguards are inadequate, the employee shall report such to the supervisor immediately. If the supervisor determines that the equipment or material is safe because the safeguards are adequate and the employee still has a concern, then the departmental Safety Officer shall be called upon to make a final determination.

14.6.4 Departmental Health and Safety Committee - Each City department will form joint safety committees in accordance with WISHA requirements at each permanent work location where there are eleven (11) or more employees. Where there is need, safety committees may also be formed at division levels, and/or unit levels, however these shall not replace the departmental safety committee.

When department is setting up safety committee elections, a department will notify the unions represented at that location and the union shall have 14 days to provide the City with a list of union appointed members proportionate to their representation at the location. Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the appropriate Appointing Authority for review and action, as necessary. The Appointing Authority or designee will report follow-up action/information to the Safety Committee.

14.6.4.1 The parties agree that training on personal safety is an appropriate topic for discussion at a labor management meeting.

14.6.5 Citywide Health and Safety Committee - The Employer and the Coalition of City Unions ("CCU") shall form a City-wide health and safety committee. CCU member unions shall appoint no more than ten (10) members of the committee. The Employer shall appoint a maximum of 10 members to the committee. The committee shall convene at least quarterly. The Parties may meet more frequently by mutual agreement.

14.6.6 Employee Workplace Safety - The City shall make reasonable efforts to provide an environment free from violence, harassment and other hazardous conditions When the Union or employee(s) report a hazardous conditions in the City operated workplace, the City shall conduct a risk assessment to identify potential hazards and make efforts to mitigate any findings. Both the risk assessment and mitigation plan will be shared with the impacted labor Unions.

14.6.7 Recognizing the Health and Safety Impacts of Climate Change to Workers and Community - City Departments shall follow OSHA/WISHA guidelines and recommendations in order to create written worksite safety plans to prevent heat-related illness and ensure emergency preparedness for employees in the event of extreme outdoor heat.

14.6.8 Ergonomic Assessments - At the request of an employee, the Employer will ensure that an ergonomic assessment of the employee's workplace is completed in City facilities. Solutions to identified issues/concerns will be implemented within available resources.

14.6.9 Air Quality Assessments - Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with the safety committee section above.

14.6.10 Pandemic Health and Safety - The City will follow guidelines as set by the CDC and local Public Health entities with regard to any pandemic or disease outbreak.

14.7 Bulletin Boards - The City, upon written request from the Council relative to a specific City department which employs individuals covered by this Agreement, shall provide bulletin board space for the use of the Council or its affiliates in an area accessible to employees covered by this Agreement; provided however, said space shall not be used for notices which are controversial or political in nature. All material posted by the Council or its affiliates shall be officially identified as such.

14.8 Investigatory Interviews - When an employee is required by the City to attend an interview conducted by the City for purposes of investigating an incident which may lead to discipline/discharge of that employee because of that particular incident, the employee shall have the right to request that the employee be accompanied at the investigatory interview by a representative of the Union. If the employee makes such a request, the request shall be made to the City representative conducting the investigatory interview. The City, when faced with such a request, may:

A. Grant the employee's request, or

B. Deny the employee's request but, in doing so, stop and/or cancel the investigatory interview.

14.8.1 In construing this Section, it is understood that:

A. The City is not required to conduct an investigatory interview before discipline or discharging an employee.

B. The City does not have to grant an employee's request for Union representation when the meeting between the City and the employee is not investigatory, but is solely for the purpose of informing an employee of a disciplinary/discharge decision that the City has already made relative to that employee.

C. The employee must make immediate arrangements for Union representation when their request for representation is granted.

D. An employee shall attend investigatory interviews scheduled by the City at reasonable times and reasonable places.

14.9 Career Development - The City and the Union agree that employee career growth can be beneficial to both the City and the affected employee. As such, consistent with training needs identified by the City and the financial resources appropriated therefore by the City, the City shall provide educational and training opportunities for employee career growth. Each employee shall be responsible for utilizing those training and educational opportunities made available by the City or other institutions for the self-development effort needed to achieve personal career goals.

14.9.1 The City and the Union shall meet periodically to discuss the utilization and effectiveness of City-sponsored training programs and any changes to same which pertain to employees covered by this Agreement. The City and the Union shall use such meetings as a vehicle to share and to discuss problems and possible solutions to upward mobility of employees covered by this Agreement and to identify training programs available to employees covered by this Agreement.

14.10 Uniforms - At Seattle Center the City shall provide and clean uniforms on a reasonable basis whenever employees are required by the City to wear uniforms.

14.11 Footwear Reimbursement - The City shall pay up to the amounts in A through D below per Agreement year for each regular employee as partial reimbursement for the cost of purchasing or repairing protective or other specified footwear or other work gear (example: rain-gear, gloves, etc.) when such items are required by the City. Requests for reimbursement of such footwear or gear shall be accompanied by a receipt showing the amount and place of purchase or repair. The City will reimburse employees within a reasonable time frame but no more than three pay periods after the request is submitted. An employee who does not use the full amount in one calendar year may carry over the remaining balance to the next year for use in addition to the amount allocated for that year. Temporary employees who qualify for the "0521st hour through 1040th hour" level of premium pay or greater as set forth within Section 1.2.2, shall be eligible for the full reimbursement after every 2080 hours worked. New temporary employees will be eligible for $100 reimbursement after completing two hundred (200) hours of work. Gear does not include articles of clothing already being issued. (See

various Appendices to see whether footwear/gear allowance has increased for any of the bargaining units.)

A. Effective January 1, 2023, three hundred dollars ($300.00).

B. Effective January 1, 2024, three hundred twenty-five dollars ($325.00).

C. Effective January 1, 2025, three hundred fifty dollars ($350.00).

D. Effective January 1, 2026, three hundred seventy-five dollars ($375.00)

In the event a successor agreement is not in place January 1, 2027, the reimbursement rate will be maintained at three hundred seventy-five dollars ($375.00).

14.11.1 Any employee who does not exhaust their full allotment on footwear in any given year may purchase other gear with the remaining money. Examples of gear that can be purchased are rain gear, gloves, heavy duty coveralls or overalls, work pants and jackets (canvas types) safety glasses. All gear purchased shall be for work purposes only. The City shall continue to furnish all the gear to employees that they currently are in the practice of furnishing.

14.11.2 For 2023, employees may submit receipts for their corresponding annual reimbursements at the 2024 annual reimbursement amounts and may rollover any remaining balance to the next year for use during the term of this agreement, including into the ensuing year after the expiration of the agreement.

14.12 Identification Cards - Picture identification cards may be issued to employees by the City, and if so, shall be worn in a sensible, but conspicuous place on their person by all such employees or as reflected in the current practice of the department. Any such picture identification cards shall identify the employee by first name and last name initial (or at the employee's option, first name initial and last name), employee number, job title, and photograph only. The cost of replacing the card damaged due to normal wear and tear shall be borne by the City.

14.13 Seattle Center Employee Parking - The Seattle Center shall continue its practice of providing parking without charge on a space available basis to Seattle Center employees covered by this Agreement who were in regular (as opposed to temporary or intermittent) full-time or part-time status prior to November 4, 1987. Seattle Center employees who attain regular employment status on or after November 4, 1987, and who desire parking privileges shall pay twenty dollars ($20.00) a month for parking during working hours only, or twenty-five dollars ($25.00) a month for parking during working hours and all other hours.

14.13.1 The City reserves the right to open Article 14.13 for the purpose of negotiating changes to employee parking and fees to address incentives for High Occupancy Vehicle (HOV) parking and disincentives for Single Occupancy Vehicle (SOV) parking and other matters as may be necessary for an effective commute trip reduction program, as required by the City of Seattle Ordinance and State Law RCW 70.94.521-551.

14.14 Metro Passes – The City shall provide a transit subsidy consistent with SMC 4.20.370.

14.14.1 The Commute Trip Reduction ("CTR") parking benefit cost to the employee is ten dollars ($10.00).

14.15 On or about May 1st of each calendar year, the City shall provide the Council with a current listing of all employees within each bargaining unit.

14.16 If the job responsibilities of the classification of work to which an employee is regularly appointed or is assigned on an out-of-class basis involves the driving of vehicles requiring the driver to have a State Commercial Driver's License (CDL), fees charged by the State for acquiring the license shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal. The physical exam required to obtain or renew the license may be done on City time. The City will pay as a maximum amount, the rates charged by City-identified clinics for the physical exam. Employees shall be notified of clinics offering the physical exam at this reimbursement rate. If an employee is covered by a City medical plan which includes coverage for physical exams, the employee shall have the exam form completed through the plan's providers (Group Health or Aetna) or shall seek reimbursement through the medical plan. The City shall make a reasonable effort to make City trucks or equipment available for skill tests.

14.16.1 In addition, for those employees qualifying as hereinbefore described, fees charged for the Department-approved classes offered for employees to assist them in passing this exam shall be reimbursed on a one-time-only basis.

14.16.2 Employees in other job titles or positions not involving the driving of vehicles requiring the CDL who wish to take exam preparation or driver training courses may request approval of the courses and reimbursement of fees in the normal manner in which educational expenses are applied for and approved by Departments; provided however, license fees for these individuals shall not be reimbursed, nor shall the City be obligated to make City trucks or equipment available for skill tests for these individuals. Nothing contained herein shall guarantee that written exams, skill tests or training classes established for the purposes described herein shall be conducted during regular work hours or through adjusted work schedule(s) nor shall such written exams, skill tests or training classes be paid for on an overtime basis.

14.16.3 Employees required to have a Hazardous Material endorsement (HME) are required per Federal regulations to submit to a background records check and fingerprinting. Employees may make application for such HME on City time and shall be reimbursed for the fees associated with the background records check and fingerprinting if such endorsement is required by the job.

14.17 The City shall provide employees with appropriate training in the safe operation of any equipment prior to its use.

14.18 Ethics and Elections Commission - Nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics; including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement; and, as such, are not subject to the Grievance Procedure contained within this Agreement. Records of any fines imposed, or monetary settlements shall not be included in the employee's Personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court.

14.18.1 In the event the Employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline shall apply. No record of the disciplinary recommendations by the Commission shall be placed in the employee's Personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.

14.19 The City and the Union encourage the use of the "Early Mediation Project" or other alternative dispute resolution (ADR) processes to resolve non-contractual workplace conflict/disputes. Participation in the project or in an ADR process is entirely voluntary, confidential, and does not impact grievance rights.

14.20 Employees may be afforded sabbatical leave under the terms and conditions of Seattle Municipal Code SMC 4.33.

14.21 Pay for Deployed Military

A. A bargaining unit member in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as a City employee shall receive the difference between one hundred percent (100%) of their City base pay and their military pay (plus adjustments).

   City base pay shall include every part of wages except overtime.

B. A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted their annual paid military leave benefit and is on unpaid military leave of absence shall be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the

member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

14.22 Any nonsupervisory employee assigned to train employee's outside of the employee's normal duties (as defined by the class specification) will be given a four percent (4%) (or higher rate, if that has been past practice) premium while so assigned. Such premium will be given for formal training involving group or classroom training of four (4) hours or more, and such training will be assigned by management and involve more than normal on-the-job training. (Examples of such formal training shall include, but not limited to first aid, CPR, or pesticide training.)

14.23 Contracting Out – The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for bargaining unit work on a short-term, temporary basis under the following guidelines: (1) required expertise is not available within the City work force, or (2) the occurrence of peak loads above the work force capability.

14.23.1 Determination as to (1) or (2) above shall be made by the department head involved; provided, however, prior to approval by the department head involved to contract out work under this provision, the Union will be notified thirty (30) days prior to the start of any new contract or as soon as the department is aware of the need to contract. This notification shall include:

1. A detailed justification for the proposed contracting;
2. A labor force analysis demonstrating why the current workforce cannot complete the work;
3. The location where the work will be performed;
4. A description of the work to be contracted;
5. The estimated duration and amount of the contract;
6. The intended start date; and
7. The date the work must be completed, if applicable.

The City will, during its budget process, review the use of contractors in the terms of nature of work, the duration, and the number of hours of contractor work being performed in conjunction with affected Union(s). Based on the review, if the City and Union(s) determine(s) there is an ongoing need, the parties will, in good faith, collaboratively determine whether the circumstances warrant the proposal of additional regular positions.

14.23.2 The Union may grieve contracting out for work as described herein, if such contract involves work normally performed by employees covered by the Agreement.

14.24 Employee Paid Status During Bargaining – The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective July 11, 2001, employees who participate in bargaining as part the Union's bargaining team during the respective employee's work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

A. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall not be applicable to this provision.

B. No more than an aggregate of one hundred (100) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision for both Coordinated Bargaining with the Coalition of City Unions and bargaining on the Joint Crafts Council "boilerplate" language.

C. In addition to the above, no more than an aggregate of one hundred fifty (150) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision for bargaining on Council Appendices.

D. If the aggregate of one hundred fifty (150) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.

14.25 Supervisor's Files – Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250, RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employee access to such files.

14.26 Meeting Space – Where allowable and prior arrangements have been made, the City may make available to the Unions, meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the department.

14.27 Testify before Civil Service Commission - Any individual member covered by this Agreement, who is directly involved through individual appeal, in a matter being reviewed by the Civil Service Commission, shall be allowed time during working hours without loss of pay to attend such a meeting if called to testify.

14.28 When the City assigns an employee from one regular shift to another and the employee is not offered at least eight (8) consecutive hours off-duty between the end of their previous shift and the beginning of their next regular shift, the employee shall be paid at the overtime rate for each hour worked during said eight (8) hour period; provided however, said employee shall be paid at the straight-time rate of pay for each hour

worked during the remainder of the ensuing shift which commences eight (8) hours from the end of the previous shift.

14.29 Shift Premium – Effective January 4, 2023, an employee, with the exception of employees within Appendix C, who is scheduled to work not less than four (4) hours of their regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premium pay for all scheduled hours worked during such shift.

Swing Shift	Graveyard Shift
$1.25 per hour	$1.75 per hour

14.29.1 The afore-referenced shift premium shall apply to time worked as opposed to time-off with pay except for sick leave, and therefore, for example, the premium shall not apply to vacation, holiday pay, bereavement leave, etc. Employees who work one of the shifts for which a premium is paid and who are required to work overtime, shall not have the shift premium included as part of the base hourly rate for purposes of computing the contractual overtime rate.

14.29.2 The swing shift period shall encompass the hours from 4:00 p.m. to 11:59 p.m. The graveyard shift period shall encompass the hours from 12:00 a.m. (midnight) to 8:00 a.m.

14.29.3 Effective December 25, 2019, temporary employees shall be eligible for shift differential as provided herein.

14.30 Public Disclosure Request – The City shall promptly notify the affected employee and the union when the City receives a public disclosure request that seeks personal identifying information of an employee such as birthdate, social security number, home address, home phone number. The City shall not disclose information that is exempt from public disclosure. This Section shall be exempt from Article 20 Grievance Procedure.

14.31 The Council and the City agree to the following:

A. A reopener on impacts associated with revisions of the Affordable Care Act (ACA).

B. For the duration of this agreement, the Union agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts.

C. A reopener on changes arising from or related to the Washington Paid Family and Medical Leave Program (Title 50A RCW) including, but not limited to, changes to the City's current paid leave benefit which may arise as a result of final rulemaking from the State of Washington, which may include changes to the draw down requirements associated with the City's Paid Family and Parental Leave programs.

D. For the duration of this agreement, the Union agrees to open negotiations to modify Personnel Rule 10.3.3 to include current employees in the City's criminal background check policy.

E. A reopener on Seattle Center Parking.

F. Contracting out will be a part of the Labor Management Leadership Committee's work plan for 2024.

G. The City's temporary employment philosophy and practices will be part of the Labor Management Leadership Committee's 2024 work plan.

H. Work/Life Support Committee – The Work/Life Support Committee (WLSC) shall be a citywide Labor Management Committee (LMC) to promote an environment for employees that supports and enhances their ability to meet their responsibilities as employees of the City of Seattle and support their work life balance. The WLSC may provide recommendations to the Mayor and City Council on programs and policies that further support the work life balance.

1. The WLSC shall develop an annual workplan to identify programs and policies that promote a work life balance for city employees. These may include, but are not limited to, dependent care subsidy/support program for eligible employees, enhancing alternative work arrangements, flexible work hours, job sharing, on-site/near site child care, expanding definition of family for access to leave benefits, shift swaps, resource and referral services, emergency leave, and back-up care. This committee may conduct and make recommendations no later than March 31 of each year.

2. The membership of WLSC shall be made up of the Mayor or designee, the Director of Labor Relations or designee, up to five Directors or designee from city departments, members designated by the Coalition of City Unions at equal numbers as the management representatives. If a CCU designee is a city employee, they shall notify their supervisor and management will not unreasonably deny the participation on paid release time on the WLSC.

3. The WLSC shall meet at least four (4) times per calendar year. The WLSC may meet more frequently if necessary if all parties agree.

4. The WLSC may establish workgroups that include other department representatives and/or subject matter experts. These subcommittees shall conform with rules established by the WLSC.

5. The WLSC and its subcommittee(s) shall not have the authority to change, amend, modify or otherwise alter collective bargaining agreements.

14.32 Telecommuting – Nothing in this Article abridges the Employer's rights enumerated within this Agreement.

Telecommuting is an arrangement in which an employee's job duties may be performed at an alternative worksite, such as the employee's residence or a satellite office located closer to the employee's residence than the primary worksite where the employee is regularly assigned.

Telework is recognized by the City and its employees as a practical, feasible and durable work alternative when it benefits the City of Seattle in one (1) or more of the following ways:

A. Maintains and enhances the delivery and resilience of City services;
B. Improves employee effectiveness, productivity and morale;
C. Maximizes utilization of City of Seattle office facilities;
D. Reduces absenteeism;
E. Promotes employee health and wellness, including ergonomic health;
F. Improves employee recruitment and retention;
G. Improves air quality and reduce traffic congestion;
H. Enhances the working life and opportunities of persons with disabilities; and
I. Other reasons as defined by the appointing authority.

14.32.1 Telecommuting Agreement – Telecommuting is encouraged but not mandated for employees, including temporary employees. Each bargaining unit member will have the opportunity to request a telecommuting agreement. The bargaining unit member must submit the request in writing to the City.

The City and the bargaining unit member will evaluate the feasibility of the a request through an interactive process consistent with Personnel Rule 9.2 -Telecommuting. The City will consider all information provided by the bargaining unit member, including but not limited to health and safety, childcare, elder care and other family care, equity and transportation needs when making a decision on whether to grant a request.

When reporting to a primary worksite is required by an "in-office" weekly minimum policy, four hours work shall constitute an "in office" shift and the minimums may be met based on an average within a pay period. "In office" will include field work such as, but not limited to, inspections, public meetings, trainings, events and work at City designated facilities, provided the employee is in paid status and performing work on behalf of the City.

The employee shall report to the employing unit's primary worksite for public-facing services when so directed.

The employee shall take reasonable precautions to protect City owned equipment, if any, from theft, damage, or misuse. It remains the employer's responsibility to insure equipment used for approved telecommuting purposes.

The decision of whether or not to grant a telecommuting agreement must be stated in writing and must include the reason(s) for the denial or approval and provided to the employee.

Supervisors will add information about telecommuting agreement eligibility to position descriptions and job postings.

Working relationship between supervisor and employee, negative performance reviews and/or employee disciplinary history unrelated to telecommuting may not be considered as the sole basis for denial of a telecommuting agreement request unless the City has documented a nexus between the performance/discipline and the remote work request.

Denied telecommuting agreement requests will be reported to the Union. The bargaining unit member will have the opportunity to request a reconsideration of a denial to the Appointing Authority or designee.

14.32.2 Changes to Agreed Telecommuting Agreements – Employees approved for telecommuting acknowledge and recognize that business and/or employee needs arise that may necessitate a temporary deviation from an approved telecommuting agreement. The City or employee shall provide as much advance notice as possible. Alternative deviations may be considered and such deviations, whenever possible, should be infrequent.

The terms and conditions of individual telecommuting agreement shall be set forth in completed and signed remote work agreements with a copy provided to the Union.

The City or the bargaining unit member may terminate a telecommuting agreement, in writing, with a minimum advance notice of thirty (30) calendar days. When the City terminates a Telecommuting Agreement, the employee must receive written notification stating the reason(s) for the termination. Upon receiving written notification of termination, the employee may appeal the termination of the schedule to the department head. The employee may have a union representation during an appeal meeting.

14.33 Change Team Interest Based Bargaining – No later than sixty (60) days after the full ratification of this Agreement, the Parties agree to initiate interest-based bargaining (IBB) on the subject of Change Team co-lead compensation, workload balance, and workplace protections. The Parties further agree that both the Director of Human Resources or designee(s), equal numbers of management and labor representatives and up to six (6) members of department Change Teams will be members of the IBB negotiation team. Upon completion of IBB, the Parties may agree by mutual consent to reopen this Agreement to incorporate agreed upon language. The Parties acknowledge that any new or modified language developed in IBB may need parameter approval from the LRPC and adoption by the Seattle City Council in order to be enforceable.

14.34 Dependent Care Task Force – The City and the Coalition of City Unions recognize a common interest in supporting employees by increasing access to safe, affordable, and quality dependent care services.

To meet this interest, the Parties will convene a joint Task Force to study options for a possible child and dependent care benefit program, including the possibility of a multi-employer dependent care voucher program. The joint Task Force shall be made up of equal numbers of labor representatives and representatives of the City.

The Task Force assessment should include an analysis of the need for dependent care by City employees, affordability, quality, location of child and adult care providers, and the administrative infrastructure needed to oversee the program. The assessment should also include an analysis of the costs and benefits of a dependent care benefit program and possible revenue sources such as the potential excess Health Insurance Rate Stabilization Fund. By mutual agreement, the Task Force may consult with outside experts to help with the assessment.

The Task Force shall provide a written report, with its analysis and recommendations, no later than end of year 2024.

14.35 Encampment Clean-Up Safety and Compensation – The Parties agree to examine the City's safety protocols and encampment premium as each relates to homeless encampment clean-up. During the term of this Agreement, the City and impacted Coalition unions agree to meet and discuss existing practices and to consider potential improvements to the existing safety protocols and encampment premium. Should the Parties reach agreement in principle on any changes to the safety protocols, the City agrees, subject to the approval of the City Council and the Mayor, to reduce such agreement to writing.

ARTICLE 15 – JOINT CRAFTS COUNCIL AND LABOR-MANAGEMENT COMMITTEES

15.1 It is the intent of each of the Unions to carry out its collective bargaining responsibility as a member of the Council, an organization consisting of various Unions which have been recognized as collective bargaining representatives by the City. To this end, the City agrees to confer with officials of the Unions on matters subject to collective bargaining. Each of the Unions agree that all representations made on its behalf by the Council or its agents shall have the same force and effect as if made by the Union itself, and that notices or other communications exchanged between the City and the Council or its agents shall have the same force and effect as if made by the Union itself, and that notices or other communications exchanged between the City and the Council shall have the same effect as notices exchanged directly between the City and the Unions.

15.2 The parties agree that for the sake of equity among employees as well as administrative efficiency, it is desirable to standardize conditions of employment pertaining to employees represented by Unions affiliated with the Council. Therefore, the parties hereto agree to encourage standardization of benefits and other conditions of employment wherever appropriate, and to utilize the good offices of the Council to effect this end.

15.3 The mutual recognition of the Council for the purposes stated herein shall continue except and until such time as either the City advises the Unions or any one Union; or the Unions or any one Union advises the City in writing of its desire to withdraw such recognition and provided further that a period of one hundred twenty (120) days has elapsed from the date of such advisement. Thereupon, the Council shall no longer represent any such Union or Unions. In no event, however, shall any such notice terminate or otherwise interrupt this Agreement and the only effect of any such advisement shall be to eliminate the Council as a vehicle for collective bargaining with respect to subsequent labor contracts.

15.4 The Council shall constitute the principal forum for the Unions signatory to this Agreement to present suggestions and complaints of a general nature affecting employees of the City. To this end, the duly- authorized representatives of the Council shall function as one-half of a Labor-Management Committee, the other half being certain representatives of the City named for that purpose. Said Committee shall meet periodically for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties other than those for which another procedure is provided by Law or by other provisions of this Agreement. This committee shall only function in a consultative capacity.

15.5 Labor-Management Leadership Committee – The Labor-Management Leadership Committee will be a forum for communication and cooperation between labor and management to support the delivery of high quality, cost-effective service to the citizens of Seattle while maintaining a high-quality work environment for City employees.

15.5.1 The management representatives to the Committee will be determined in accordance with the Labor-Management Leadership Committee Charter. The Coalition of City Unions will appoint a minimum of six (6) labor representatives and a maximum equal to the number of management representatives of the Committee. The co-chairs of the Coalition will be members of the Leadership Committee.

15.6 Employment Security – Labor and management support continuing efforts to provide the best service delivery and the highest-quality service in the most cost-effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing workplace issues, including administrative and service delivery productivity, efficiency, quality controls, and customer service.

15.6.1 Labor and management agree that, in order to maximize participation and results from the Employee Involvement Committees (EIC), no one will lose employment or equivalent rate of pay with the City of Seattle because of efficiencies resulting from an EIC initiative.

15.6.2 In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee, who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate their rights under this Employment Security provision.

ARTICLE 16 – WORK STOPPAGES AND JURISDICTIONAL DISPUTES

16.1 Work Stoppages - The City and the Unions signatory to this Agreement agree that the public interest requires the efficient and uninterrupted performance of all City service, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Unions and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slow down or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions may be subject to such disciplinary actions as may be determined by the City.

16.1.1 In the event, however, that there is a work stoppage or any other interference with City functions which is not authorized by the Union(s), the City agrees that there shall be no liability on the part of the Union(s), its officers or representatives, provided that in the event of such unauthorized action they first shall meet the following conditions:

A. Within not more than twenty-four (24) hours after the occurrence of any such unauthorized action, the Union(s) shall publicly disavow the same by posting a notice on the bulletin boards available, stating that such action is unauthorized by the Unions(s);

B. The Union(s), its officers and representatives shall promptly order its members to return to work, notwithstanding the existence of any wildcat picket line;

C. The Union(s), its officers and representatives shall, in good faith, use every reasonable effort to terminate such unauthorized action;

D. The Union(s) shall not question the unqualified right of the City to discipline or discharge employees engaging in or encouraging such action. It is understood that such action on the part of the City shall be final and binding upon the Union(s) and its members and shall be in no case construed as a violation by the City of any provision in this Agreement.

16.2 Jurisdictional Disputes - Any jurisdictional dispute which may arise between any two (2) or more labor organizations holding current collective bargaining agreements with the City of Seattle shall be settled in the following manner:

A. A Union which contends a jurisdictional dispute exists shall file a written statement with the City and other affected Unions describing the substance of the dispute.

B. During the thirty (30) day period following the notice described in Section 16.2(1), the Unions along with a representative of the City shall attempt to settle the dispute among themselves, and if unsuccessful shall request the assistance of the Washington State Public Employment Relations Commission.

ARTICLE 17 – RIGHTS OF MANAGEMENT

17.1 The right to hire, promote, discharge, and discipline for just cause, improve efficiency, determine the work schedules and location of Department headquarters are examples of management prerogatives. The City retains its right to manage and operate its departments except as may be limited by the express provisions of this Agreement.

17.2 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City, and as such, maximized productivity is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, the assignment of employees to a specific job within the bargaining unit, the right to temporarily assign employees to a specific job or position outside the bargaining unit, and the right to determine appropriate work out-of-class assignments.

17.3 The Union recognizes the City's right to establish and/or revise performance evaluation system(s). Such system(s) may be used to determine acceptable performance levels, prepare work schedules and measure the performance of employees. In establishing new and/or revising existing evaluation system(s), the City shall meet prior to implementation with the Labor-Management Committee to jointly discuss such performance standards.

17.4 The City agrees that performance standards shall be reasonable.

ARTICLE 18 – SUBORDINATION OF AGREEMENT

18.1 The parties hereto and the employees of the City are governed by the provisions of applicable Federal Law, State Law, and the City Charter. When any provisions thereof are in conflict with the provisions of this Agreement, the provisions of said Federal Law, State Law, or City Charter are paramount and shall prevail.

18.2 The parties hereto and the employees of the City are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE 19 – ENTIRE AGREEMENT

19.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

19.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically referred to or covered in this Agreement.

ARTICLE 20 – GRIEVANCE PROCEDURE

20.1 Any dispute between the City and the Union concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a contract grievance. The following outline of grievance procedures is written for a grievance of the Union against the City, but it is understood the steps are similar for a grievance of the City against the Union.

20.2 A contract grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the contract grievance procedure and be processed within the time limits set forth herein.

20.2.1 Grievances shall be filed at the Step in which there is authority to adjudicate such grievance within twenty (20) business days of the alleged contract violation. (Business days are defined as Monday through Friday excluding recognized City holidays [not to include personal holidays].)

20.3 As a means of facilitating settlement of a contract grievance, either party may include an additional member at its expense on its committee. Additionally, either party may amend an initial grievance up to the second Step of the following procedure. If at any Step in the contract grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.

20.4 For grievances filed in accordance with Sections 20.2 and/or 20.2.1, failure by an employee or the Union to comply with any time limitation of Steps 2, 3, and 4 of the procedure in this Article shall constitute withdrawal of the grievance; provided however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing. Failure by the City to comply with any time limitation of the procedure in this Article shall allow the Union to proceed to the next step without waiting for the City to reply at the previous step.

20.5 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.

20.6 A contract grievance shall be processed in accordance with the following procedure:

20.6.1 (Step 1) – The contract grievance shall be reduced to written form by the aggrieved employee and/or the Union, stating the section of the agreement allegedly violated and explaining the grievance in detail. The aggrieved employee and/or the Union Representative shall present the written grievance to the employee's supervisor within twenty (20) business days of the alleged contract violation, with a copy of the grievance submitted to the Union by the aggrieved employee. The immediate supervisor should consult and/or arrange a meeting with their supervisor, if necessary, to resolve the contract grievance. If requested by a shop steward or union representative, the parties will convene a meeting. The parties shall make every effort to settle the contract

grievance at this stage promptly. The immediate supervisor shall, in writing, answer the grievance within ten (10) business days after being notified of the grievance or meeting, with a copy of the response submitted to the aggrieved employee and the Union.

20.6.2 (Step 2) – If the contract grievance is not resolved as provided in Step 1, or if the contract grievance is initially submitted at Step 2, it shall be reduced to written form, which shall include identification of the Section(s) of the Agreement allegedly violated, the nature of the alleged violation, and the remedy sought. The Union representative shall forward the written contract grievance to the Division Head with a copy to the City Director of Labor Relations within ten (10) business days after the Step 1 answer.

20.6.2.1 With Mediation

A. At the time the Union submits the grievance to the division head, the Union Representative or the aggrieved employee or the division head may submit a written request for voluntary mediation assistance, with a copy to the Office of Employee Ombud (OEO) for Alternative Dispute Resolution (ADR), the City Director of Labor Relations, and the Union representative. If the OEO determines that the case is in line with the protocols and procedures of the ADR process, within ten (10) business days from receipt of the request for voluntary mediation assistance, the OEO will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Union representative and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in the implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the appropriate division head, and the appropriate Union representative shall be so informed by the OEO.

B. The parties to a mediation shall have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the collective bargaining agreement or to create a precedent regarding the interpretation of the collective bargaining agreement or to apply the settlement agreement to any circumstance beyond the explicit dispute applicable to said settlement agreement.

C. If the grievance is not resolved through mediation, the Division Head shall thereafter convene a meeting within ten (10) business days between the Union representative and aggrieved employee, together with the designated Supervisor, the Section Manager, the Department Labor Relations Officer and any other

members of management whose presence is deemed necessary by the City to a fair consideration of the alleged contract grievance. The City Director of Labor Relations or designee may attend such meeting. The Division head shall give a written answer to the Union within ten (10) business days after the contract grievance meeting.

20.6.3 (Step 3) - If the contract grievance is not resolved as provided in Step 2, the written contract grievance defined in the same manner as provided in Step 2 shall be forwarded within ten (10) business days after the Step 2 answer or if the contract grievance is initially submitted at Step 3, within twenty (20) business days, pursuant to Section 20.2.1 to the City Director of Labor Relations with a copy to the appropriate Department Head. The Director of Labor Relations or designee shall investigate the alleged contract grievance and the Director of Labor Relations or their designee shall convene a meeting between the appropriate parties. The Director of Labor Relations or their designee shall thereafter make a confidential recommendation to the affected Department Head who shall, in turn, give the Union a detailed answer in writing ten (10) business days after receipt of the contract grievance or the meeting between the parties.

20.6.3.1 Mediation can be requested at Step 3 in the same manner as outlined in Step 2. The grievance must be filed in the time frame specified in Step 3 and responded to in the frame specified in Step 3 after receipt of notification from the OEO that the grievance was not resolved through mediation.

20.6.4 (Step 4) - If the contract grievance is not settled in Step 3, either of the signatory parties to this Agreement may submit the grievance to binding arbitration. It may be referred to the Federal Mediation and Conciliation Service for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration shall be made within twenty (20) business days after the City's answer or failure to answer in Step 3, and shall be accompanied by the following information:

A. Identification of Section(s) of Agreement allegedly violated.

B. Nature of the alleged violation.

C. Question(s) which the arbitrator is being asked to decide.

E. Remedy sought.

E. In lieu of the procedure set forth in Section 20.6.4, Step 4, the City and the Union may mutually agree to select an arbitrator to decide the issue.

20.6.4.1 Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to binding arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of notification from the OEO that the grievance was not resolved in mediation.

20.6.5 A reclassification grievance will be initially submitted by the Union, in writing, to the Director of Labor Relations, with a copy to the Department. The Union will identify in the grievance letter the name(s) of the grievant(s), their current job classification, and the proposed job classification. The Union will include with the grievance letter a Position Description Questionnaire (PDQ) completed and signed by the grievant(s). At the time of the initial filing, if the PDQ is not submitted, the Union will have sixty (60) business days to submit the PDQ to Labor Relations. After initial submittal of the grievance, the procedure will be as follows:

A. The Director of Labor Relations, or designee, will notify the Union of such receipt and will provide a date [not to exceed six (6) months from the date of receipt of the grievance] when a proposed classification determination report responding to the grievance will be sent to the Union. The Director of Labor Relations, or designee, will provide notice to the Union when, due to unforeseen delays, the time for the classification review will exceed the six (6) month period.

B. The Department Director, upon receipt of the proposed classification determination report from the Director of Labor Relations, or designee, will respond to the grievance in writing.

C. If the grievance is not resolved, the Union may, within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution:

1. The Union may submit the grievance to binding arbitration per Article 20, Section 20.6.4; or

2. The Union may request the classification determination be reviewed by the Classification Appeals Board, consisting of two members of the Classification/Compensation Unit and one Human Resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request, arrange a hearing; and, when possible, convene the hearing within thirty (30) business days. The Board will make a recommendation to the Seattle Human Resources Director with forty-five (45) business days of the appeal hearing. The Director of Labor Relations, or designee, will respond to the Union after receipt of the Seattle Human Resources Director's determination. If the Seattle Human Resources Director affirms the Classification Board's recommendation, that decision shall be final and binding and not subject to further appeal. If the Seattle Human Resources Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Article 20, Section 20.6.4.

20.7 The parties shall abide by the award made in connection with any arbitrable difference. There shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration.

20.8 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood that:

20.8.1 The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement, and the arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

20.8.2 The decision of the arbitrator regarding any arbitrable difference shall be final, conclusive and binding upon the City, the Union and the employees involved.

20.8.3 The cost of the arbitrator shall be borne equally by the City and the Union and each party shall bear the cost of presenting its own case.

20.8.4 The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

20.9 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance or Law; provided however, disciplinary action may be processed through the contract grievance procedure; provided further, an employee covered by this Agreement must upon initiating objections relating to disciplinary action use either the contract grievance procedure contained herein (with the Union processing the grievance) or pertinent Civil Service procedures regarding disciplinary appeals. Should the employee attempt to adjudicate their objections relating to a disciplinary action through both the grievance procedure and the Civil Service Commission, the grievance shall be considered withdrawn upon first notice that an appeal has been filed before the Civil Service Commission. In grievances relating to discharge, the City shall present its position first before an arbitrator or the Civil Service Commission.

20.10 The parties have agreed, through a Memorandum of Agreement, to adopt the following two procedures attached thereto that were developed by the Citywide Labor-Management Committee on Progressive Discipline:

A. Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the timelines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and

B. Either party may make an "Offer of Settlement" to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an offer of settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 20.8.3.

C. The parties may mutually agree to alter, amend or eliminate these procedures by executing a revised Memorandum of Agreement.

20.11 Property Interest Discipline Grievance

A. The burden of proof in disciplinary procedures shall be upon the City.

B. Where an appointing authority or their designee imposes or intends to impose property level discipline a preliminary notice of discipline shall be given to the employee. This preliminary notice of discipline shall contain (a) charges; (b) general description of the alleged acts and/or conduct upon which the charge is based and (c) the penalty to be imposed. A copy of the preliminary notice of discipline shall be concurrently provided to the local Union office. Upon request of the Union, the City shall provide a complete copy of the investigation files in advance of any Loudermill hearing requested in advance of issuing the formal discipline. The Union may also request a meeting to review the investigation file with the City's investigator. And Labor Relations. Both requests must be made timely, may not unduly delay the City's disciplinary processes.

ARTICLE 21 – SAVINGS CLAUSE

21.1 If an Article of this Agreement or any Addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and Addenda shall not be affected hereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article.

ARTICLE 22 – DISCIPLINARY ACTIONS

22.1 The City may suspend, demote, or discharge an employee for just cause. The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:

A. verbal warning;

B. written reprimand;

C. suspensions;

D. demotion; or

E. termination.

22.1.1 Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct.

22.1.2 Provided the employee has received no further or additional discipline in the intervening period, a verbal warning or written reprimand may not be used for progressive discipline after two (2) years other than to show notice of any rule or policy at issue.

22.1.3 Discipline that arises as a result of a violation of workplace policies or City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence, shall not be subject to Section 22.1.2 above.

22.2 In cases of suspension or discharge, the specified charges and duration, where applicable, of the action shall be furnished to the employee in writing not later than one (1) working day after the action became or becomes effective. An employee may be suspended for just cause pending demotion or discharge action.

22.3 Whenever an employee is given written notice of a disciplinary action as defined above in Section 22.1, a copy of the disciplinary notice shall be transmitted to the Union. Provided, that the Department shall first ask the affected employee's permission, and in the event the employee declines, then a copy will not be sent to the Union.

ARTICLE 23 – TERM OF AGREEMENT

23.1 All terms and provisions of this Agreement shall become effective upon signature of both parties unless otherwise specified elsewhere and shall remain in full force and effect through December 31, 2026. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90) but not more than one hundred twenty (120) days prior to December 31, 2026. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

23.1.1 Notwithstanding the provisions of Section 23.1, in the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms and provisions of this Agreement shall continue to remain in full force and effect during the course of collective bargaining, until such time as the terms of a new Agreement have been consummated, or unless consistent with RCW 41.56.123, the City serves the Union with ten (10) days' written notice of intent to unilaterally implement its last offer and terminate the existing Agreement.

Signed this _____ day of _____, 2024

CITY OF SEATTLE, WASHINGTON
Executed Under Authority of

Ordinance No. _____

JOINT CRAFTS COUNCIL

By _____
Mary Keefe, President

By _____
Bruce Harrell, Mayor

By _____
Shaun Van Eyk
Director of Labor Relations

THE UNIONS HEREINAFTER LISTED, as a party to the Agreement by and between the City of Seattle and the Joint Crafts Council on behalf of the Council and each on its own behalf, do hereunto affix their signatures.

By _____
UNITE HERE, Local No. 8

By _____
InlandBoatmen's Union of the Pacific

By _____
International Alliance of Theatrical Stage Employees & Moving Picture Machine Operators of the United States and Canada, Local No. 15

By _____
International Brotherhood of Electrical Workers, Local No. 46

By _____
International Brotherhood of Teamsters, Local No. 763

By _____
International Brotherhood of Teamsters, Local No. 117

By _____
International Union of Painters and Allied Trades District Council No. 5

By _____
Sheet Metal Air, Rail, & Transportation Workers International Association, Local No. 66

By _____
LiUNA, Local No. 242, Security Officers

By _____
LiUNA, Local No. 242

By _____
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local No. 104

By _____
International Union of Operating Engineers, Local 302

APPENDICES

"A" through "M"

to the

AGREEMENT

by and between

THE CITY OF SEATTLE

and

JOINT CRAFTS COUNCIL

Effective January 1, 2023, through December 31, 2026

APPENDIX A - UNITE HERE, LOCAL NO. 8

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the UNITE HERE, Local No. 8, hereinafter referred to as the Union, for that period from January 1, 2023 through December 31, 2026. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

A.1 Effective January 4, 2023, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

	Step 1	Step 2	Step 3	Step 4	Step 5
Camp Svc Aide	N/A	N/A	23.91	24.86	25.86
Camp Svc Aide,Sr	N/A	N/A	26.39	27.45	28.54
Cook	32.52	33.82			
Cook,Supvsng	37.17	38.46			

A.1.1 Effective January 3, 2024, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

	Step 1	Step 2	Step 3	Step 4	Step 5
Camp Svc Aide	N/A	N/A	24.98	25.98	27.03
Camp Svc Aide,Sr	N/A	N/A	27.57	28.68	29.82
Cook	33.98	35.34			
Cook,Supvsng	38.84	40.19			

A.1.2 Effective January 4, 2025, base wage rates will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%).

A.1.3 Effective January 10, 2026, base wage rates will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

A.2 Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

A.3 Effective December 29, 2004, a fund equivalent to thirty-four dollars ($34) per employee per year shall be available. Management and Union will determine on what job-related needs such amount will be spent.

APPENDIX B - INLANDBOATMEN'S UNION OF THE PACIFIC

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the Inland Boatmen's Union of the Pacific, hereinafter referred to as the Union, for that period from January 1, 2023 through December 31, 2026 This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

B.1 Effective January 4, 2023, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

	Step 1	Step 2	Step 3	Step 4
Passenger & Tugboat Op	36.95	38.39	39.87	41.38
Passenger & Tugboat Op,Sr	41.38	43.07	43.79	45.59

B.1.1 Effective January 3, 2024, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

	Step 1	Step 2	Step 3	Step 4
Passenger & Tugboat Op	40.92	42.52	44.17	45.84
Passenger & Tugboat Op,Sr	45.06	46.90	47.68	49.64

B.1.2 Effective January 4, 2025, base wage rates will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%).

Base Wage Rates as of January 4, 2025 will be adjusted based on the formula in Article 4.1.3. However, the following titles in this bargaining unit will first have their 2024 base rate adjusted as before the formula in Article 4.1.3 is applied:

HOURLY RATES OF PAY

	Step 1	Step 2	Step 3	Step 4
Passenger & Tugboat Op	42.03	43.67	45.36	47.08
Passenger & Tugboat Op,Sr	46.30	48.19	48.99	51.00

B.1.3 Effective January 10, 2026, base wage rates will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

B.1.4 Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

B.2 Physical Exams for Renewal of Coast Guard Licenses - The City of Seattle City Light Department shall pay a maximum of forty dollars ($40) for Senior Motorboat Operators/Senior Passenger and Tugboat Operators and Motorboat Operators/Passenger and Tugboat Operators who are required to obtain physical exams to renew their Coast Guard license. This shall apply only to those employees who are not covered by a City-paid Health Maintenance Organization Plan; such as Group Health and who obtain such physical exam at the Multi-Service Center near Northgate in Seattle, Washington. The exam shall consist of a review of the employee's general physical condition, visual acuity and hearing per Merchant Marine Personnel Physical Examination Report (Coast Guard Form C.G.-719K and OMB Number 2115-0501).

B.2.1 Employees shall be provided up to eight (8) hours of straight-time release time, paid by The City of Seattle City Light Department, to take the exam when such schedule has been arranged with their supervisor; provided however, no overtime, meal or mileage reimbursement shall be paid, nor shall the City provide transportation.

B.3 The employing Department agrees to reimburse employees for costs related to the renewal of the USCG Merchant Mariners Credential required by employees to fill the positions of Operator and Senior Operator.

APPENDIX C

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, AFL-CIO, CLC, LOCAL NO. 15

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Alliance Of Theatrical Stage Employees & Moving Picture Technicians, Artists and Allied Crafts Of The United States And Canada, Local No. 15, hereinafter referred to as the Union, for that period from January 1, 2023 through December 31, 2026. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

C.1 Effective January 4, 2023, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

	Step 1	Step 2	Step 3	Step 4
Stage CC	43.55	45.37	47.04	48.76
Stage Tech	38.42			
Stage Tech,Lead	39.81	41.42		
Stage Tech/Rigger	43.89			
Stage Tech-Rigger Intermittent	43.89			

C.1.1 Effective January 3, 2024, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

	Step 1	Step 2	Step 3	Step 4
Stage CC	46.40	48.34	50.13	51.96
Stage Tech	40.94			
Stage Tech,Lead	42.42	44.13		
Stage Tech/Rigger	46.77			
Stage Tech-Rigger Intermittent	46.77			

C.1.2 Effective January 4, 2025, base wage rates will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022

through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%).

C.1.3 Base Wage Rates as of January 4, 2025 will be adjusted based on the formula in Article 4.1.3. However, the following titles in this bargaining unit will first have their 2024 base rate adjusted as shown below, before the formula in Article 4.1.3 is applied:

	Step 1	Step 2	Step 3	Step 4
Stage Tech	41.81			
Stage Tech,Lead	43.31	45.06		
Stage Tech/Rigger	47.75			
Stage Tech-Rigger Intermittent	47.75			

C.1.4 Effective January 10, 2026, base wage rates will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

C.2 Stage Technician-Intermittent, Lead Premium - The Stage Crew Chief or their designee may assign a Stage Technician-Intermittent to act as a Lead. All hours while so assigned such Lead shall be paid at the first step of a regular Lead Stage Technician. This premium rate shall only be paid for hours worked and shall be multiplied by the overtime rate for overtime hours worked. Under the general supervision of Lead Stage Technician(s), Stage Technician-Intermittent, Lead(s) shall be expected to make task assignments and direct the work activities of Stage Technician-Intermittents in accordance with Seattle Center policies. The Department may request that specific Stage Technician-Intermittents if available, be dispatched to perform such work.

C.2.1 Due to the nature of the business and the working conditions, Sections 1.4 and 1.4.1 shall not apply to employees covered by this Appendix.

C.2.2 Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

C.2.3 Stage Technicians who perform work on temporary stage structures and are at or above six (6) feet from ground level and therefore required to wear fall-protection gear, or who are required by the Lead Technician to wear fall-protection gear due to inclement

weather or other legitimate safety concerns, shall be compensated at the applicable rigger rate of pay for a minimum of one hour.

C.2.4 Effective January 1, 2019, Stage Technician Riggers working from the green beams in the Armory shall be compensated at one and one-half (1½) times the applicable rigger rate of pay for all time so assigned, with a minimum of one hour.

C.2.5 Lead Stage Technicians employed at the Seattle Center shall be afforded two (2) consecutive days off in each seven (7) day period, Wednesday to Tuesday.

C.3 Jurisdiction - The exclusive jurisdiction covered by the terms of this Appendix to be performed by regular and/or temporary bargaining unit employees represented by the Union shall generally encompass the unloading, take-in, set-up, operation of, take-down, take-out and loading-up of stage equipment and materials within the Seattle Center grounds as more specifically hereinafter described.

C.3.1 The City shall notify the Union in writing when a new venue is to be established at Seattle Center. A new venue shall be defined as any permanent or temporary structure utilized for the presentation of theatrical entertainment, public or private events for an audience or clientele. The City shall inform the Union if the jurisdictional provisions set forth in this Appendix are not applicable to a new venue.

C.3.1.1 In the case where a new venue is developed through a ground lease by Seattle Center, the City shall notify the Union in writing when entering into negotiations on the terms of such Ground Lease. Prior to the opening of any such new venue, the Seattle Center shall provide a meeting between the Union and the party(ies) executing the Ground Lease to facilitate the Union's offer of services in the operation of the new venue.

C.3.1.2 The parties agree that the provisions of this Appendix apply to all City of Seattle venues when members of the Union are working under the employment of the City.

C.3.2 The following City-owned equipment shall be handled and/or operated exclusively by regular and/or temporary bargaining unit employees:

A. Staging and Component Parts:
- Stage platforms, and stage platform steps

B. Onstage Elements:
- Choral risers, chairs, music stands, pianos, podiums, lecterns, flags and scenic elements

C. Theatrical Lighting:
- Followspots, light control boards, including PC-based systems, and ancillary systems
- Theatrical lighting instruments including automated moving lights
- House light-control boards and systems and house-lights
- Electrical cables (associated with the above)

D. Theatrical Fly Systems:
- Counterweight systems (pin rail through batten)

E. Rigging Hardware:
- Cables, block and falls when used as part of theatrical suspension systems

F. Soft goods, Masking and Acoustical Surrounds:
- Stage curtains and other hanging goods
- Choral shells (including symphony shell)

G. Other:
- Large semi-permanent projection screens
- Wrestling and boxing rings
- Pit covers, music stands, stand lights, and staging barricades
- Forklifts and personnel lifts when utilized in connection with stage work

C.3.3 The following job duties shall be performed exclusively by regular and/or temporary bargaining unit employees:

A. Unloading, take-in, set-up, operation of, take-down, take-out and loading of stage,and/or installation elements, which have been traditionally and historically done by the Union, equipment and materials (which shall include temporary portable lighting and sound systems) and for City-owned equipment as in Section C.3.2

B. Rigging on the Seattle Center grounds. Rigging shall be defined as "work directly related to the suspension/securing of temporary or permanent stage/scenic equipment by means of cables, pulleys, tackle, winches or other gear from ground levels, existing overhead structures and specific safe points on vertical walls on the Seattle Center grounds." Specific safe points shall be defined as "overhead catwalk supporting beams, stage house grids, and vertical wall eye-bolts." Rigging work may also include the unloading and loading of accessible rigging gear such as cables, pulleys, tackle, winches, etc.

C. The operation of Forklifts and Personnel Lifts when utilized in connection with stage work.

D. Maintenance, repair, and custodial care for the stage areas which shall include such areas as the light bridge, light booth and pit.

E. Operation of the light-control boards in the, Bagley-Wright Theater, McCaw Hall, Charlotte Martin Theater, the Center Theater, and the Cornish Playhouse and they shall be restricted solely to regular employees subject to the provisions of Section C.3.7.

F. Operation of the light control board in the Armory House Theatre during Seattle Center Production events, shall be restricted to regular.

G. Operation of the light control boards for Armory Stage shall be restricted to regular, full-time employees; regular, part-time employees; or Stage Technicians-Intermittents.

H. Operation of the Nomad rigging console at McCaw Hall shall be subject to continued discussion between the Union and the City throughout the duration of this Agreement.

I. Notwithstanding any provision to the contrary as may be contained elsewhere within this Appendix, there shall be a Seattle Center employed Stage Technician in control and in charge of all stage work involving Seattle Center employees, to enforce all Seattle Center policies and procedures relative to stage work.

C.3.3.1 Exceptions

A. Stage Technicians who travel with and who are employed by major stage events on a regular ongoing basis shall be permitted to perform their normal duties as such.

B. Production Runners who are employed by a concert production company shall continue to perform their normal duties as such.

C. "Yellow-Card Productions" shall be defined as those major stage events which employ stage technicians under traveling agreements with the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists, and Allied Crafts of the United States, its Territories, and Canada (IATSE). Unloading, take-in, set-up, operation of, take-down, take-out and loading-up of stage equipment and materials (which shall include temporary portable lighting and sound systems) for major stage events recognized as yellow-card productions shall be performed by employees of such yellow-card production company under terms of the Labor Agreement by and between that particular yellow-card production company and IATSE.

D. Individuals who travel with and who are employed by a circus utilizing a Seattle Center facility, who have traditionally and historically performed work as hereinbefore described, shall continue to perform such work on an exempt basis.

E. Occasional, limited arrangement on stage of chairs, flags, lecterns, music stands/lights and podiums, and the occasional, limited operation of theatrical light instruments may be performed by designers, technical directors, or volunteers associated with a lessee of a Seattle Center facility or associated with a co-producer of a Seattle Center sponsored event, and other Seattle Center staff who have traditionally and historically performed such work on a limited occasional basis.

F. In those occasional and limited instances where there exists a need for the City to secure certain equipment on a rental basis and it is required by the company renting out such equipment that the rented equipment be operated by an employee of the rental company, such requirement shall not be considered a violation of this Agreement nor shall the terms of this Agreement apply to such employee.

C.3.3.2 Financial Insecurity (Flat Floor Events):

The Seattle Center may exempt a flat floor event in the Exhibition Hall and Fisher Pavilion from the provision of Section C.3.3 when the event is either financially insecure, not commercial and/or of a small size.

C.3.4 It is the intention of the City and the Union to identify and cover under terms of this Agreement that work which has historically and traditionally been performed by employees working under terms of past labor agreements by and between the Union and the City in Seattle Center venues. The definition of venue in this Section is as described in Section C.3.1 of this Agreement. The City and the Union agree to review the list of venues annually and update them in a Memorandum of Agreement should a particular venue change in status, name, or major lease arrangement with Seattle Center. Pursuant to any updates during the term of this agreement, the Seattle Center venues are:

- Exhibition Hall
- Mural Amphitheater
- McCaw Hall
- Cornish Playhouse*
- Seattle Children's Theatre*
- Armory Stage
- Fisher Pavilion
- Seattle Repertory Theatre*

* When operated by the City of Seattle.

C.3.4.1 The City and the Union each reserve the right to reopen this Appendix for negotiation of the terms applicable to physically operating the facilities where technological advancements and permanent employee staffing of the facility may necessitate changes to the Appendix.

C.3.5 Event Identification - Work as described in C.3.3 for the following events shall be performed by regular and/or temporary bargaining unit employees, subject to any exclusions contained in Articles C.3.3 and C.3.4.

A. Major Stage Events - defined as those events, productions, shows, functions and/or concerts involving comedic, dramatic, magical, musical, instrumental and/or spiritual-type public attractions. Major stage events shall not include flat-floor consumer and trade shows, except as provided for by C.3.2.

B. Festivals - defined as work outlined in C.3.3 under the control of a promoter in the venues operated by Seattle Center (as opposed to those operated by long-term lease holders) and throughout the grounds at large. Should a promoter secure the services

of a leased venue, the work will not be performed under the terms of this contract, but, rather, under the terms of any contract that lease holder may have in their own right with the Union. If, however, the use of the leased facility is secured through use of the "demand days clause" of said lease, the work shall be that of the Seattle Center under this contract, as opposed to being performed by employees of the long-term lease holder.

C. Public Programs - those events produced by Seattle Center and whose artistic and performance content is under the sole control of Seattle Center throughout the grounds.

D. Flat Floor Shows - Stage Technician employees shall have jurisdiction over stage work which occurs within flat-floor trade and consumer shows in the Exhibition Hall and Fisher Pavilion when the activity taking place is a significant entertainment performance with the limitations expressed in C.3.3.

C.3.6 A committee comprised of two (2) representatives of the City and two (2) representatives of the Union shall be established for the purpose of adjudicating jurisdictional disputes relating to work alleged to be covered by this Appendix. A majority decision of the committee shall be final and binding upon the City and the Union. Failure of the committee to reach a majority decision shall permit the grieving party the right to immediately thereafter advance to Section 20.6.4 (Step 4) of the grievance procedure for purposes of resolving the dispute.

C.3.7 Those individuals employed by certain performing arts organizations who maintain seasonal contracts (e.g., the Seattle Opera and the Pacific Northwest Ballet) or long term leases with the Seattle Center (e.g., the Seattle Children's Theatre, the Seattle Repertory Theatre, the Cornish Playhouse and the Theatre Puget Sound or its sub-lessees, if any) shall continue to perform work otherwise normally covered by this Agreement under terms of the labor agreement by and between said performing arts organization(s) and the Union, if any.

C.3.8 If a lease with a major tenant with any of the venues is voided or terminated, then regular and/or temporary bargaining unit employees shall reassume jurisdiction over City-owned equipment in the venue in accordance with this Agreement. The City agrees to notify the Union of their consideration of any new lease agreement which would replace or install a major tenant in any of the Seattle Center venues. Such notification shall follow provisions described in C.3.1 of this Agreement.

C.4 Dispatching of Stage Employee-Intermittents - The Seattle Center shall, through City hiring procedures, establish a list of employees from which Stage Employee-Intermittents shall be dispatched by the Union for temporary work at the Seattle Center upon a call from the Seattle Center. Stage Employee -Intermittents shall be dispatched in a manner agreed upon by the City and the Union involving seniority, rotation by hours worked, and specific qualifications. The Union shall be responsible for the proper dispatching of such Stage Employee-Intermittents when a request for employment of a Stage Employee-Intermittent is made by the Seattle Center. The Union shall be liable

for any complaints and/or grievances relating thereto. The dispatching system shall encompass the following conditions:

A. Only individuals on the Seattle Center Stage Employee-Intermittents Dispatch List as provided by Seattle Center shall be dispatched by the Union.

B. Only those individuals qualified to perform special functions, such as rigging and operation of a forklift, as designated by the Seattle Center shall be dispatched by the Union when a request is made by the Seattle Center for individuals to perform such specific type work.

C. The number of Stage Employee-Intermittents called for work through the dispatch system, the call-time and the utilization and/or assignment of employees for particular tasks shall be determined by the Seattle Center. The Seattle Center shall continue to establish work procedures and shall direct and supervise those Stage Employees-Intermittents who have been dispatched by the Union at the Seattle Center's request to work at the Seattle Center.

D. The Seattle Center shall have the unequivocal right to immediately suspend, terminate, or otherwise remove from work and the Stage Employee-Intermittent Dispatch List, any Stage Employee-Intermittent for just cause. In the event the Union should decide to grieve such action, said grievance shall be processed in accordance with Article 20, Grievance Procedure. During the initial two hundred (200) hours of work as a Stage Employee-Intermittent, or three (3) years, whichever occurs first, the Seattle Center shall have the unequivocal right to terminate an individual's employment without recourse to the grievance provisions of this contract.

E. The loading and unloading of theatrical stage equipment from trucks is one of the work activities included in the general duties of Stage Employee-Intermittents. When the Seattle Center requests the dispatch of a specific number of Stage Employee-Intermittents, who for some portion of their shift will be assigned to load and/or unload equipment from trucks, the Union through its dispatch system may designate which employees on its Dispatch List will be assigned to that work. The Seattle Center reserves the right to modify such work assignments to meet operational needs.

F. The Union shall not dispatch intermittent employee to overtime or short turn around assignments unless specifically authorized by a supervisor or their designee.

G. The Union may not dispatch Stage Employee-Intermittents to more than one (1) call/event day without approval from a supervisor or their designee.

C.4.1 After having made a request to the Union for a certain number of Stage Employee-Intermittents to perform certain work and the Union has not been able to dispatch in a timely manner the requested number of qualified individuals from the Stage Employee-Intermittent Dispatch List and/or the Union has failed to notify the Seattle Center that

it has dispatched the requested number of qualified individuals from the Stage Employee-Intermittent Dispatch List, the Seattle Center may then call directly whomever it chooses to fill the work assignments.

C.4.2 The Affirmative Action goals of the Seattle Center shall be adhered to in dispatching personnel from the Seattle Center Stage Employee-Intermittent Dispatch List; provided however, should the application of this Section occasion a change adversely affecting those individuals currently on the existing Stage Employee-Intermittent Dispatch List, either party, upon written notification to the other party, may open for negotiation the provisions of Sections C.4, C.4.1 and C.4.2.

C.4.3 Intermittent stage employees must work at least one shift per year to maintain their employment with the City. "Year" shall mean 26 consecutive pay periods beginning with the last pay period during which the employee earned wages. Thirty days prior to any separation under this clause, the City must notify the Union, in writing, of any employees who are pending separation.

C.5 The City shall provide the Union with at least seven (7) calendar days' advance notification of all regular dispatch requests. Original dispatch requests, or changes involving more than five (5) employees within forty-eight (48) hours of the call time, shall incur a service fee of not less than twenty-five dollars ($25) per call, or two dollars and fifty cents ($2.50) per person for calls for more than ten (10) employees. Notwithstanding the foregoing, original dispatch requests resulting from short-notice bookings (less than ten (10) days in advance of the event), and call cancellations due to weather, natural disasters or event cancellation shall not be subject to a service fee. The Union shall not be held liable for failure to fill a request or notify employees of a call change or cancellation with less than twenty-four (24) hours' notice.

C.5.1 Employees will receive four (4) hours of pay for calls cancelled less than twenty-four (24) hours before the start of the scheduled call unless the cancellation is a result of force majeure.

C.6 A Stage Employee-Intermittent who is called to work by the City shall be paid a minimum of four (4) hours at the appropriate regular straight-time hourly rate of pay for Stage Employees-Intermittents. A Stage Employee-Intermittent who has had more than a two (2) hour unpaid break and who has been called back to work within twenty-four (24) hours from the initial call of any given event pursuant to this provision shall be required to perform all available work for which the employee is qualified; provided however, in no case shall such Stage Employee-Intermittent receive less than four (4) hours pay for such recall.

C.7 A Stage Employee-Intermittent who continues to work beyond the four (4) consecutive hours of any applicable four (4) hour minimum shall be paid to the next one-half (½) hour for each one-half (½) hour or any portion thereof worked thereafter.

C.8 Section 5.1.1 shall have equal application to all Stage Employees including those employed on a temporary or intermittent basis.

C.8.1 For events not sponsored or not co-sponsored by the Seattle Center, any Stage Employee (regular or intermittent) required to work in excess of five (5) continuous hours without being provided a meal period, shall be compensated two (2) times the prevailing rate of pay and continue at that rate until he/she receives a meal break. For other events, the provisions of Section 5.1.1 as referenced within Section C.8 shall apply.

C.8.2 In the event a Lead Stage Technician works beyond five (5) hours of overtime in a workday without a meal break, they shall receive meal compensation of nineteen dollars ($19) in addition to their hourly wages for every six (6) hour block of overtime so accrued.

C.8.3 Employees shall be paid for mealtimes during which they are required to remain available or on standby.

C.9 Rigging - A Stage Technician Rigger-Intermittent who is called to work by the City shall be paid a minimum of four (4) hours at the regular straight-time hourly rate of pay for Stage Technician Rigger-Intermittents. Whenever possible the same Stage Technician Rigger-Intermittent who installs rigging for an event shall be recalled to dismantle it. If such Stage Technician Rigger-Intermittent has more than a two (2) hour unpaid break, the employee shall receive an additional four (4) hour minimum when the employee resumes work. All time for which a Stage Technician Rigger-Intermittent works beyond their first eight (8) hours of actual work within the day , shall be paid for at the rate of one and one-half (1½) times the regular straight-time hourly rate of pay for Stage Technician Rigger-Intermittents. Stage Technician Rigger-Intermittents shall do only rigging-type work. Rigging-type work may include the occasional unloading of theatrical stage equipment in order to access rigging equipment from the trucks. In the event rigging gear is not on the back of a semi-truck or within a few feet of the very tail end of the semi-truck, the Lead Stage Technician and the Event Service Representative shall have two (2) options:

A. They may request additional loaders from the Call Steward if time permits; or

B. If, in their judgment, the show would be jeopardized by waiting for loaders, the following procedure shall be employed:

1. No less than four (4) Stage Technician Rigger-Intermittents shall be assigned to unload the truck.
2. Those Stage Technician Rigger-Intermittents so assigned shall receive a separate four (4) hour call at the Stage Technician Rigger rate of pay for unloading the truck.

3. They shall be given a minimum of a fifteen (15) minute break upon completing the unloading.

4. When these employees begin rigging work, they shall begin a new four (4) hour call. Overtime calculations shall include hours actually worked in the truck.

C.10 Health and Welfare - Effective January 1, 2015, the employee shall pay an additional amount equal to seven percent (7%) of the gross pay of all Stage Employee-Intermittents to the Theatrical Stage Employees Health and Welfare Trust for the purpose of providing medical insurance benefits to all eligible employees and their dependents in accordance with the specific rules of said Trust.

C.11 The work duties of Lead Stage Technicians and Stage Employee-Intermittents may include the construction of anything relating to stage theatrical presentations either indoor or outdoor including platforms for Armory events. The pay for this type work shall be at the Lead Stage Technician and Stage Employee-Intermittent rates of pay.

C.12 Service Fee - In lieu of the requirements set forth within Section 3.1.1, all Stage Employees-Intermittents shall pay to the Union, in lieu of the Union membership requirements contained within Article 3, a service fee in an amount equal to fiveand one-half percent (5.5%) of the employee's gross straight-time and overtime earnings.

C.12.1 If during the term of this contract the Union's membership should ratify change to the service fee figure shown herein, the Union shall inform the Seattle Center of such ratified change in writing, and it shall be considered to be applicable from the date of such notification being acknowledged as received by Seattle Center.

C.13 Turnaround Time - All regular employees required to work a shift and return to work in less than eight (8) hours the next day shall be compensated at double time until given a break of eight (8) hours or more at the end of that shift.

C.13.1 Regular employees who are called to work during turnaround time on their scheduled days off will be additionally compensated by accrual of compensatory time at the double-time rate until the passage of eight (8) hours from the end of their previous shift. (Example: Shift is completed at midnight Friday night, with Saturday as the scheduled day off. Operational requirements demand the return of that employee at 6:00 a.m., Saturday. The employee would be entitled to two (2) hours of compensatory time accrued at the double time rate.) This entitlement will not accrue beyond four (4) hours at the double-time rate or result in the accrual of more than eight (8) hours of compensatory time at the straight-time rate for any one day when the turnaround rules apply. Prior to performing work which would invoke this rule, the employee must first make all reasonable efforts to contact the Stage Crew Chief for instructions, schedule other staff not affected by this provision to perform the work, or reschedule the work to make working during the turnaround period unnecessary.

C.13.2 All intermittent employees required to work a shift and return to work for a subsequent shift with less than an eight (8) hours the next day shall be compensated at time and a half for all work until given a break of eight (8) hours or more at the end of the shift

C.14 Vacant Positions - The City is committed to keeping the Union informed of its good faith efforts to fill vacant regular positions.

C.15 The City and the Union shall negotiate to develop an affirmative Stage Technician training program during the term of this Agreement.

C.16 At no time shall work under IATSE, Local 15's jurisdiction, as defined in this document and by past practice, be privatized or otherwise contracted outside of the Union's dispatch whatsoever, provided the Union is able to fulfill dispatch of such work. To the fullest extent practical, the City shall utilize a separate services contract with the Union when additional staffing is required.

C.16.1 The City shall make good faith efforts to maintain the Stage Employee Intermittent Dispatch List at a level adequate to meet the anticipated needs for staffing. The parties agree to confer regularly to discuss increases to the current level of available employees on the City Stage Employee Intermittent Dispatch List. Any advertising for openings on the Stage Employee Intermittent Dispatch List shall include the Union in distribution efforts.

C.16.2 In the unlikely event that these efforts are insufficient to meet staffing needs, the City shall call labor through a letter of agreement with the Union, using such labor according to the terms and conditions outlined in such letter.

C.17 Rigging - Shall be defined as work directly related to the suspension of temporary or permanent equipment, personnel or exhibit elements by means of cables, pulleys, tackle, winches or other gear from ground levels, existing overhead structures and specific safe points. "Specific safe points" shall be defined as overhead structural support beams, vertical wall eyebolts and other locations which have been certified as load rated for overhead rigging. Rigging may also include the unloading and loading of rigging gear such as cables, pulleys, tackle, winches, etc., from trucks or other conveyances. Work such as the hanging of vines or incidental exhibit elements which has been traditionally and historically performed by Exhibit Technicians, may continue to be performed by Exhibit Technicians. Riggers shall be paid a minimum of four (4) hours at the regular straight-time hourly rate of pay for Rigger-Intermittents.

C.17.1 Employees working in excess of twenty-eight (28) feet in height from the ground, or any employee required to work in a class three harness due to safety requirements, shall be paid at the Rigger-Intermittent rate of pay for all time so assigned.

C.18 The overtime rates specified in Sections 5.2, 5.2.1, 5.2.2, and 5.3 shall not apply to intermittent employees. Intermittent employees will have an overtime rate of one and one-half (1½) times the straight-time hourly rate.

C.19 There will be a "lead" premium of four percent (4%) above the applicable wage when an employee is assigned by management to give substantial direction to the work of three or more employees for a period of four (4) consecutive hours or longer.

C.20 Regular employees will have the first right of refusal on overtime if they have continuous experience on the specific job or project to be worked during overtime and the specific skill necessary as determined by the supervisor.

C.21 Intermittent employees when used will receive a four (4) hour minimum call out. An intermittent employee who continues to work beyond the four (4) consecutive hours of any applicable four (4) hour minimum shall be paid to the next one-half (½) hour or any portion thereof worked thereafter. An intermittent employee who has had more than a two (2) hour unpaid break and is called back to work within twenty-four hours of the initial call shall receive a four (4) hour minimum call for any work subsequently performed.

C.22 Dispatching of Intermittent Employees - any intermittent employee who has a recurrent work history in the Exhibit Technician classification prior to and after September 6, 1996 may be scheduled directly by their supervisor. Additional intermittent employees shall be dispatched by Local 15's hiring hall by request of the supervisor. Employees may be name called from dispatch roster on the basis of applicable skills. In the event that the Union is unable to fulfill the requested skills, employees may be hired through other sources.

C.22.1 The Union shall not dispatch intermittent employees into overtime unless specifically authorized by a supervisor or their designee.

C.23 Health and Welfare - Effective upon implementation of Sections C.17 through C.23, Intermittent employees not already participating in a City-sponsored health care plan, and all intermittent employees dispatched through Local 15's hiring hall shall contribute seven (7) percent of their gross wages (excluding the temporary employee premium) to the IATSE, Local 15 Theatrical Stage Employees Health and Welfare Trust for the purpose of providing medical insurance benefits to all eligible employees and their dependents in accordance with the specific rules of said Trust. Such contributions shall be deducted from the employee's pay, and forwarded to the Trust on a monthly basis, not later than the fifteenth (15^{th}) day of the month following employment.

C.24 Temporary employees who qualify for the "0521st hour through 1040th hour" level of premium pay or greater as set forth within Section 1.2.2, shall be eligible for receipt of the footwear or gear allowance every other year subject to the conditions set forth herein for receipt of same by regular employees. Gear does not include articles of clothing already being issued.

C.25 Throughout the duration of this contract, the Union and the Employer agree to meet and hold ongoing discussions regarding safety concerns.

APPENDIX D

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 46

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Brotherhood Of Electrical Workers, Local No. 46, hereinafter referred to as the Union, for that period from January 1, 2023 through December 31, 2026. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

D.1 Effective January 4, 2023, the classification and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

	HOURLY RATES OF PAY							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Bridge Electrical CC	53.30	55.41	57.62					
Electrician	48.13	50.06	52.06					
Electrician CC	53.30	55.41	57.62					
Electrician Tech Aprn	67% of Electrician entry level of pay from 00-06 months 71% of Electrician entry level of pay from 07-12 months 75% of Electrician entry level of pay from 13-18 months 79% of Electrician entry level of pay from 19-24 months 83% of Electrician entry level of pay from 25-30 months 87% of Electrician entry level of pay from 31-36 months 91% of Electrician entry level of pay from 37-42 months 95% of Electrician entry level of pay from 43-48 months							
Electrician,Sr	51.80	53.88						
Electrical Insp,Sr/ElectricalPlnExmExp	51.24	53.25	55.30	57.50	59.76			
Electrical Inspector,(E)	42.30	43.97	45.67	47.51	49.42			
Electrical Inspector,(J)	49.42	51.24	53.25	55.30	57.50			
Electrical Inspector,Sr(Expert)	51.24	53.25	55.30	57.50	59.76			
Electrical Maint Hlpr	32.24	33.47						
Electrical Plans Examiner	49.42	51.24	53.25	55.30	57.51			
Pump Stat CC	50.34	52.21	54.09	56.27	58.54			
Pump Stat Electrical Tech	48.29	50.30	52.19					
Pump Stat Electrical Tech,Sr	51.14	53.17	55.23					
Sign Inspector(E)	40.03	41.61	43.24	44.95	46.76			
Sign Inspector(J)	46.76	48.50	50.36	52.30	54.41			

Sign Inspector,Sr	51.24	53.25	55.30	57.50	59.76
Sound Op, Intermittent	42.83				
Sound&Video Equip Tech	42.83	44.43			
Sound Systs Chief	N/A	44.08	45.93	47.62	49.36

D.1.1 Effective January 3, 2024, the classification and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

	HOURLY RATES OF PAY							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Bridge Electrical CC	57.11	59.38	61.75					
Electrician	52.09	54.18	56.34					
Electrician CC	57.11	59.38	61.75					
Electrician Tech Aprn	67% of Electrician entry level of pay from 00-06 months 71% of Electrician entry level of pay from 07-12 months 75% of Electrician entry level of pay from 13-18 months 79% of Electrician entry level of pay from 19-24 months 83% of Electrician entry level of pay from 25-30 months 87% of Electrician entry level of pay from 31-36 months 91% of Electrician entry level of pay from 37-42 months 95% of Electrician entry level of pay from 43-48 months							
Electrician,Sr	55.51	57.74						
Electrical Insp,Sr/ElectricalPlnExmExp	55.45	57.64	59.85	62.24	64.68			
Electrical Inspector,(E)	45.78	47.59	49.43	51.42	53.49			
Electrical Inspector,(J)	53.49	55.45	57.64	59.85	62.24			
Electrical Inspector,Sr(Expert)	55.45	57.64	59.85	62.24	64.68			
Electrical Maint Hlpr	35.40	36.76						
Electrical Plans Examiner	53.49	55.45	57.64	59.85	62.25			
Pump Stat CC	54.48	56.50	58.55	60.90	63.36			
Pump Stat Electrical Tech	52.26	54.44	56.48					
Pump Stat Electrical Tech,Sr	55.35	57.54	59.77					
Sign Inspector(E)	43.32	45.04	46.80	48.64	50.61			
Sign Inspector(J)	50.61	52.49	54.51	56.61	58.88			
Sign Inspector,Sr	55.45	57.64	59.85	62.24	64.68			
Sound Op, Intermittent	46.36							
Sound&Video Equip Tech	46.36	48.08						
Sound Systs Chief	N/A	47.71	49.71	51.54	53.42			

D.1.2 Effective January 4, 2025, base wage rates will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%).

Base Wage Rates as of January 4, 2025 will be adjusted based on the formula in Article 4.1.3. However, the following titles in this bargaining unit will first have their 2024 base rate adjusted as below before the formula in Article 4.1.3 is applied:

	HOURLY RATES OF PAY							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Bridge Electrical CC	59.83	62.21	64.69					
Electrician	54.05	56.22	58.46					
Electrician CC	59.83	62.21	64.69					
Electrician Tech Aprn	36.21	38.38	40.54	42.70	44.86	47.02	49.19	51.35
Electrician,Sr	58.15	60.49						
Electrical Insp,Sr/ElectricalPlnExmExp	57.54	59.81	62.11	64.58	67.11			
Electrical Inspector,(E)	47.51	49.39	51.29	53.36	55.51			
Electrical Inspector,(J)	55.51	57.54	59.81	62.11	64.58			
Electrical Inspector,Sr(Expert)	57.54	59.81	62.11	64.58	67.11			
Electrical Maint Hlpr	36.23	37.61						
Electrical Plans Examiner	55.51	57.54	59.81	62.11	64.59			
Pump Stat CC	56.54	58.63	60.75	63.20	65.74			
Pump Stat Electrical Tech	54.23	56.49	58.61					
Pump Stat Electrical Tech,Sr	57.43	59.71	62.02					
Sign Inspector(E)	44.95	46.73	48.56	50.48	52.51			
Sign Inspector(J)	52.51	54.46	56.56	58.74	61.10			
Sign Inspector,Sr	57.54	59.81	62.11	64.58	67.11			
Sound Op, Intermittent	48.10							
Sound&Video Equip Tech	48.10	49.90						
Sound Systs Chief	N/A	49.51	51.58	53.48	55.43			

D.1.3 Effective January 10, 2026, base wage rates will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

D.1.4 Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

D.2 Electricians employed at the Seattle Center shall be afforded two (2) consecutive days' off in each seven (7) day period, Wednesday through Tuesday. Scheduling shall be arranged to meet the requirements of the foregoing sentence.

D.3 The following City-owned equipment at the Seattle Center shall be handled, operated and maintained exclusively by regular and temporary bargaining unit employees; notwithstanding the right of the City to contract out maintenance work as it deems appropriate:

A. Amplifiers
B. Pre-amplifiers
C. Microphones
D. Speakers
E. Speaker systems
F. Audio cables
G. Portable Audio Power Distribution
H. Audio racks
I. Ancillary audio equipment
J. Mixing consoles
K. Audio Signal Processing equipment
M. Video equipment and systems

D.3.1 The Union recognizes all others whose responsibilities are the handling and/or operation of sound equipment belonging to others, other than City-owned equipment.

D.3.2 Intermittent sound employees must work at least two shifts per quarter to maintain their standing with the City. This may result in cases where dispatch out of seniority is necessary to avoid violation of this provision and such dispatch will be made without the ability to grieve. If insufficient work is available during a quarter to enable the intermittent working two shifts, their standing with the City shall not change.

D.4 Overtime - When deemed necessary by the City, the City may require an employee to perform work outside of their regularly scheduled work shift. The immediate circumstance of the situation shall be considered by the City in deciding which employee(s) shall be assigned to perform the overtime work in question. Overtime assignments shall be allotted in as fair and equitable manner as circumstances will permit amongst employees in an affected work unit who have the work experience to immediately perform the overtime work. When an unforeseen situation arises, which necessitates overtime work either as an extension of a shift or as a call-in, the City may assign or call in the first individual(s) it contacts for such overtime work.

D.4.1 Overtime may be offered to intermittent employees.

D.5 Temporary Employees - When the City needs additional employees, it reserves the right to hire from its own recruiting sources. Generally, however, this practice shall include a call to the Union.

D.6 Coveralls shall be furnished to Electricians in the Parks & Recreation Department.

D.6.1 In lieu of cotton or polyester work clothing currently provided, employees in the Electrician class series, Bridge Electrical Crew Chief title, and Pump Station Electrical Technician class series shall be furnished with fire retardant work clothing.

D.7 The Seattle Center shall advise temporary employees of permanent full-time job openings. All candidates shall be required to compete for any such openings; provided however, the Seattle Center shall give serious consideration for full-time positions in the same classification to temporary Sound Equipment Technicians or Electricians at the Seattle Center who are eligible for consideration.

D.8 The Seattle Center will use a crew of Laborer(s) and/or Senior Janitor(s) under the lead of an Electrician to perform changing of light bulbs on a preventive maintenance (periodic) schedule. (Laborers and Senior Janitors are cautioned not to touch certain high-powered lights.) This work will involve 10-foot ladder and 12-foot ceiling. Electrician will change certain higher lights; e.g., in ceiling of new Key Arena. The Electrician may do some of the changing of light bulbs but will mostly direct the work (which does not require that the Electrician be physically present at all times) and do the journey-level tasks of installing/wiring/rewiring of lighting fixtures or ballast in the fixtures. Because the Electrician performs the journey-level work, work out-of-class pay for Laborers or Senior Janitors will not be applicable on changing of light bulbs.

D.9 The City will pay training costs for employees classified as Pump Station Electrical Technicians to acquire Level 1 certification or employees classified as Senior Pump Station Electrical Technician to acquire Level II certification from Washington Wastewater Collection Personnel Association or an equivalent City-approved certification program. This practice is consistent with career development-assisted training.

D.10 Sound Technician Intermittents who are called to work shall be paid for a minimum of four (4) hours work for each such call. In the event of two (2) calls within a four (4) hour or greater unpaid separation between the calls will be entitled to a separate four (4) hour minimum for each such shift. Overtime work will be based on actual hours worked as opposed to hours paid. This four (4) hour minimum applies only to work shifts and does not apply to scheduled training or meetings. Should a meeting or training be scheduled concurrently with a work shift, this language does not entitle the individual to both a four (4) hour minimum and a separate payment for the training or meeting time.

D.11 The City and Union have renewed the Memorandum of Agreement related to McCaw Hall at the Seattle Center for the term of this Agreement.

D.12 During the term of this Agreement, the City agrees to meet upon request of the Union to discuss state licensure and apprenticeship program requirements.

D.13 If Sound and Video Technicians are called to work within 8 hours of the end of their previous call, they shall receive compensation at two (2) times the prevailing rate until an eight (8) hour break is provided.

D.14 In the event a Sound and Video Technician works beyond five (5) hours in a workday without being provided a meal break, they shall receive compensation at two (2) times the prevailing rate until a meal break is provided. Any second meal break in a shift shall be compensated at two (2) times the prevailing rate.

D.15 Employees in the classification of Electrician directed to test, install, and/or maintain fire alarm systems, which requires specialized certification with local jurisdiction and NICET II status, shall be paid an additional ten percent (10%) performing all such work.

APPENDIX E

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL NO. 763

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Brotherhood of Teamsters, Local No. 763, hereinafter referred to as the Union, for that period from January 1, 2023 through December 31, 2026. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

E.1 Effective January 4, 2023, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

	HOURLY RATES OF PAY				
	Step 1	Step 2	Step 3	Step 4	Step 5
Licenses&Standards Inspector	40.49	42.00	43.63	45.42	47.26
Tax Auditor	41.50	43.17	44.98	46.64	48.34
Tax Auditor,Asst	36.42	37.76	39.20	40.75	42.35
Tax Auditor,Sr	44.92	46.58	48.28	50.20	52.22

E.1.1 Effective January 3, 2024, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

	HOURLY RATES OF PAY				
	Step 1	Step 2	Step 3	Step 4	Step 5
Licenses&Standards Inspector	42.59	44.18	45.90	47.78	49.72
Tax Auditor	43.73	45.49	47.39	49.14	50.93
Tax Auditor,Asst	38.51	39.93	41.45	43.09	44.78
Tax Auditor,Sr	47.25	49.00	50.78	52.81	54.94

E.1.3 Effective January 4, 2025, base wage rates will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%).

Base Wage Rates as of January 4, 2025 will be adjusted based on the formula in Article 4.1.3. However, the following titles in this bargaining unit will first have their 2024 base rate adjusted as before the formula in Article 4.1.3 is applied.

HOURLY RATES OF PAY

	Step 1	Step 2	Step 3	Step 4	Step 5
Licenses&Standards Inspector	42.90	44.50	46.23	48.12	50.08
Tax Auditor	44.12	45.90	47.82	49.58	51.39
Tax Auditor,Asst	38.72	40.15	41.68	43.33	45.03
Tax Auditor,Sr	47.60	49.35	51.15	53.19	55.33

E.1.4 Effective January 10, 2026, base wage rates will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

E.1.5 Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

E.2 Clothing

A. Licenses and Standards Inspectors - The City shall provide jackets for all employees. The City shall pay the cost of repairs or replacement of clothing that is damaged during the performance of official duties of those employees covered by this Appendix.

B. Tax Auditors - The City shall pay the cost of repairs or replacement of clothing that is damaged during the performance of official duties of those employees covered by this Appendix.

C. Weights and Measures Section - The City shall continue to provide, maintain, repair, and clean coveralls for those employees assigned to the Weights and Measures Section. In lieu of the benefit set forth within Section 14.11, the City shall also provide all-weather jackets and safety shoes for those employees assigned to the Weights and Measures Section and replace said coveralls, jackets and safety shoes on an as-needed basis.

E.3 Effective December 29, 2004, a fund equivalent to thirty-four ($34) per employee per year shall be established. Such fund shall be administered by a bargaining unit Labor-Management Committee for unbudgeted training, equipment and/or other job-related needs.

E.4 Work Outside of Classification – Tax Auditors – Notwithstanding anything to the contrary that may be contained elsewhere in the Agreement (i.e., Section 5.9), whenever an employee is assigned by the proper authority to perform the normal, ongoing duties of a higher-paid classification, and the duties of the higher-paid position are clearly outside the scope of the employee's regular classification for a period of four (4) consecutive hours or longer, the employee shall be paid at the out-of-class salary rate when performing such duties and accepting such responsibility. The out-of-class rate shall be determined in the same manner as for a promotion.

APPENDIX F

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL No. 117

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Brotherhood Of Teamsters, Local No. 117, hereinafter referred to as the Union, for that period from January 1, 2023 through December 31, 2026. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

F.1 Effective January 4, 2023, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

	HOURLY RATES OF PAY				
	Step 1	Step 2	Step 3	Step 4	Step 5
Equip Servicer	30.74	31.88	33.18	33.18	33.18
Fire Equip Tech	N/A	N/A	34.57	35.91	37.26
Fire Svcs Spec	N/A	N/A	34.15	35.47	36.80
Parking Attendant	23.91	24.86	25.86	26.89	27.97
Parking Attendant,Sr	29.64	30.83	32.07	32.07	32.07
Rec Center Coord	39.17	40.71	42.32	43.95	45.68
Rec Center Coord,Asst	35.61	37.06	38.53	39.93	41.47
Warehouser,Chief	36.93	38.32	39.83	41.34	42.86
Warehouser,Sr-BU	34.12	35.44	36.77	36.77	36.77
Warehouser-BU	30.92	32.15	33.41	33.41	33.41

F.1.1 Effective January 4, 2024, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

	HOURLY RATES OF PAY				
	Step 1	Step 2	Step 3	Step 4	Step 5
Equip Servicer	32.13	33.31	34.67	34.67	34.67
Fire Equip Tech	N/A	N/A	36.98	38.41	39.86
Fire Svcs Spec	N/A	N/A	35.68	37.07	38.46
Parking Attendant	24.98	25.98	27.02	28.10	29.23
Parking Attendant,Sr	30.98	32.22	33.51	33.51	33.51
Rec Center Coord	43.93	45.66	47.46	49.30	51.23
Rec Center Coord,Asst	39.94	41.57	43.21	44.79	46.52
Warehouser,Chief	40.56	42.09	43.75	45.41	47.08
Warehouser,Sr-BU	37.48	38.92	40.38	40.38	40.38
Warehouser-BU	33.96	35.31	36.70	36.70	36.70

F.1.2 Effective January 4, 2025, base wage rates will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%).

Base Wage Rates as of January 4, 2025 will be adjusted based on the formula in Article 4.1.3. However, the following titles in this bargaining unit will first have their 2024 base rate adjusted as before the formula in Article 4.1.3 is applied.

	HOURLY RATES OF PAY				
	Step 1	Step 2	Step 3	Step 4	Step 5
Equip Servicer	32.13	33.31	34.67	34.67	34.67
Fire Equip Tech	N/A	N/A	37.38	38.83	40.29
Fire Svcs Spec	N/A	N/A	35.68	37.07	38.46
Parking Attendant	24.98	25.98	27.02	28.10	29.23
Parking Attendant,Sr	30.98	32.22	33.51	33.51	33.51
Rec Center Coord	45.37	47.15	49.01	50.91	52.90
Rec Center Coord,Asst	41.24	42.93	44.62	46.25	48.03
Warehouser,Chief	41.50	43.06	44.76	46.46	48.17
Warehouser,Sr-BU	38.35	39.83	41.32	41.32	41.32
Warehouser-BU	34.75	36.13	37.55	37.55	37.55

F.1.3 Effective January 10, 2026, base wage rates will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

F.1.4 Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

F.2 Effective January 4, 2023, Recreation Center Coordinators and Assistant Recreation Center Coordinators shall receive a one dollar and twenty-five cent ($125) shift premium for swing shift and a one dollar and seventy-five cent ($1.t0) shift premium for graveyard shift under the conditions above.

F.3 In lieu of Sections F.2 employees covered by this Appendix who are employed by the Finance and Administrative Services (FAS) Department, and who are classified as Equipment Servicers or as Warehousers employed in the auto parts room, who either by shift-pick or assignment, work the established second (2nd) shift, shall continue to be assigned in the following manner: eight (8) hours within eight and one-half (8½) consecutive hours which shall constitute a work shift.

F.3.1 Effective January 3, 2023, employees identified in Section F.3 on the afore-referenced established second (2nd) shift shall receive one dollar and twenty-five cents ($1.25) per hour shift premium pay while so assigned.

F.4 When the City transfers a regular employee from one regular shift to another and the employee is not offered at least twelve (12) consecutive hours off-duty between the end of their previous shift and the beginning of their next regular shift, the employee shall be paid at the overtime rate for each hour worked during said twelve (12) hour period; provided however, said employee shall be paid at the straight-time rate of pay for each hour worked during the remainder of the ensuing shift which commences twelve (12) hours from the end of the previous shift.

F.5 Equipment Servicers, Warehousers, Senior Warehousers, Chief Warehousers, Fire Equipment Technicians, and Fire Service Specialists are entitled to footwear reimbursement under Section 14.11.

F.6 When a vacancy occurs, employees will be given an opportunity to request a transfer. The vacancy will be filled by seniority, subject to management approval. Management shall not be arbitrary or capricious in making their determination. If the employee's transfer application is rejected, the employee, upon request, will be given a written explanation.

F.7 The parties agree to hold regular, as needed, Local 117-specific labor management committee meetings to identify and discuss training and safety needs. (Safety committee members may be invited to attend these meetings.)

F.7.1 Safety Equipment – All Recreation Center employees will have access to high visibility vests and gloves. All Recreation Centers will also make safety equipment such as boots, overalls, or Tyvek available when management directs employees to perform work where such PPE is necessary. All Recreation Centers will also be fully stocked with functional AEDs, bleed kits, and first aid kits.

F.8 Parking Attendants and Senior Parking Attendants - The following Sections shall apply only to Parking Attendant and Senior Parking Attendant classifications. None of the previous Sections of Appendix F shall apply to these classifications unless specifically stated to the contrary in a particular Section. Due to the nature of the business and the working conditions, Section 1.4 and 1.4.1 shall not apply to the afore-referenced classifications.

F.9 Regular part-time Parking Attendants, and regular part-time Senior Parking Attendants shall be defined as employees hired to work in other than a temporary status at least eighty (80) hours per month. This definition of part-time employees shall replace the one cited in Section 1.1.5. The City shall not reduce the number of potential employment hours available per year to regular part-time Parking Attendants as a result of defining their status as employees hired to work an average of at least eighty (80) hours per month rather than as employees hired to work at least an average of twenty (20) hours per week. However, nothing in this Section shall be construed so as to limit management's right to suspend, demote, discharge or layoff said employees.

F.10 For regular full-time employees; eight (8) hours shall constitute a normal workday, and five (5) full eight (8) hour days, shall constitute a work schedule. The normal eight (8) hour days shall be worked within a nine (9) hour period in each of the five (5) days. The City shall maintain as many consecutive schedules as practicable. This language shall be in lieu of Section 5.1. There shall be a paid one-half hour working lunch period for both temporary and regular employees for shifts of five (5) or more hours.

F.11 Notwithstanding the provisions of Section 5.2, any overtime referenced in the City of Seattle/Joint Crafts Council Labor Agreement shall be paid at the rate of one and one-half (1½) times the straight-time hourly rate of pay for Parking Attendants and Senior Parking Attendants.

F.12 The City may, in lieu of the meal period and rest periods set forth within Sections 5.1.1 and 5.1.2, provide a working meal period and working rest periods during working hours, without a loss in pay, so that such periods do not interfere with ongoing work requirements. Management must give a forty-eight (48) hours' notice to employees if they are going to be required to take a working meal period. If such notice is not given to employees, the employees shall have the choice of whether or not they would like to take a working meal period. This language shall replace Section 5.1.3.

F.13 Section 5.2.1 shall not be applicable to Parking Attendants; Parking Attendants, Temporary; or Senior Parking Attendants.

F.14 Work Assignments For Temporary Parking Attendants - In the interest of maintaining an efficient and equitable system of operations at the Seattle Center and to facilitate the assignment of fluctuating numbers of Temporary Parking Attendants to the various events, the City and Union agree that management shall give appropriate consideration to the following:

A. Work opportunities required to maintain an adequate, interested, trained, and available and Temporary Parking Attendant work force.

B. The employees' availability and their record of performance.

F.15 Scheduling, attendance, and absence reporting shall be addressed by the parties in a Memorandum of Agreement signed by the Seattle Center Director and a designated official of the Union.

F.15.1 Disputes as to interpretation or allegations of violation of this Memorandum shall be raised for resolution in a labor-management meeting as provided for in the collective bargaining agreement and shall not be a proper subject for consideration under the grievance and arbitration provisions of the Agreement. Issues left unresolved may be referred by the parties to a mediation process.

F.15.2 Neither these procedures nor any provisions of this Agreement shall serve to limit or define when the Center may assign work to regular, part-time employees or when the Center may assign work to intermittent employees.

F.15.3 Seattle Center or the Union may propose changes in the procedures as deemed appropriate to assure staffing needs are fulfilled in an efficient manner. The City will notify the Union of proposed changes. The Union may call a labor-management meeting to discuss those changes and may request that the changes be delayed until the parties have met.

F.15.4 Turnaround Time - Turnaround time shall continue to be at least twelve (12) hours from the termination of the previous shift; provided however, an employee who is required to work during the twelve (12) hour period between normal shifts shall receive overtime pay for all hours worked during the twelve (12) hour turnaround period.

F.16 Split Shifts - Notwithstanding the provisions of Section 5.1 and F.9, management reserves the right to schedule split shifts for training purposes twenty-four (24) times per year for all Senior Parking Attendants and eighteen (18) times per year for all regular Parking Attendants and twelve (12) times per year for all Temporary Parking Attendants. The City will attempt to schedule training which results in the least amount of disruption for the employee.

F.16.1 For non-administrative purposes, an employee may volunteer to work straight-time, split-shift assignments for the following month by the fifteenth (15^{th}) day of the prior month. If split shifts are available to be worked, management shall so notify those employees who volunteered to work split shifts. Under these circumstances, all employees shall have the right to refuse to work split shifts even though they may have indicated a desire to do so at an earlier point in time.

F.17 Four-Hour Guarantee of Work - All permanent part-time and temporary Parking Attendants shall be guaranteed a minimum of four (4) hours of work whenever they are scheduled to work. The City reserves the right to require said Parking Attendants to perform additional job-related duties in order to ensure that wages are not paid for time during which no work is being done. The four (4) hour guarantee of work shall not apply to Section F.16.

F.18 Seniority for Regular Employees - Seniority as a regular employee shall be determined by the date of hire within the bargaining unit, class specification, and the employing department. Standing for purposes of seniority shall cease when an employee is separated from employment; on an unpaid leave of absence for more than one hundred twenty (120) days; or changed to temporary status.

F.18.1 Seniority with Respect to Having Consecutive Days Off - Regular employees with the most seniority who have the same status with regard to being either full-time or part-time employees shall have the first option for a schedule with consecutive days off, where such schedules are available. The City shall maintain as many schedules with consecutive days off as practicable, unless employees designate a preference for nonconsecutive days off.

F.18.2 Seniority with Respect to Overtime - Permanent employees with the most seniority shall have the first option for non-shift extension overtime opportunities within that class specification.

F.18.3 Seniority with Respect to Scheduling of Vacation - Permanent employees shall submit vacation requests by a date(s) specified by their respective department. Vacation requests shall be approved by management, whenever practicable, on the basis of seniority. Seniority rights for vacation assignment for that calendar year shall cease to exist if an employee submits a change to their original vacation request after the deadline for said request is to be in.

F.19 Holiday Observation for Regular Employees - In lieu of Section 6.1.1, regular employees shall observe paid holidays on the actual day of the holiday. When regular employees are scheduled to work on the holiday, the holiday premium pay of one and one-half (1½) times the employee's regular straight-time rate of pay shall apply, in addition to being paid for the holiday at their straight-time hourly rate of pay pursuant to Section 6.4. Payment pursuant to Section 6.4 shall be made only once per affected employee for any one holiday. In addition, for both regular and temporary employees, when an employee's shift extends beyond twelve (12:00 a.m.) midnight on New Year's Day, all hours worked on New Year's Day shall be counted as Holiday Pay.

F.19.1 Notwithstanding F.19, whenever any paid holiday falls on a regular employee's regularly scheduled day/days off, either the working day before or the working day after the employee's scheduled day/days off may be recognized as the paid holiday at the Department's option, or the Department may elect to pay the employee for the holiday at the regular straight-time hourly rate of pay. Payment shall be made only once per affected employee for any one holiday. This language shall be in lieu of Section 6.1.1.

F.20 In lieu of Section 6.1.2, regular part-time Parking Attendants and Senior Parking Attendants shall receive holiday time off or pay at the regular straight-time hourly rate based upon hours compensated during the two (2) prior pay periods that the employee was on pay status before the one in which the holiday falls. The amount of paid holiday time off for which the part-time employee is eligible shall be in proportion to the holiday time off provided for full-time employees.

F.21 The amount of vacation time deducted from the vacation balance of permanent part-time personnel shall be calculated on the basis of the average number of hours compensated in the two (2) pay periods that the employee was on pay status prior to the pay period in which the vacation starts. For example, in the first pay period an employee works and/or is compensated ten (10) days and a total of sixty-four (64) hours and the second pay period works and/or is compensated six (6) days and a total of forty-eight (48) hours. In the combined pay periods, the employee worked sixteen (16) days and a total of one hundred twelve (112) hours. The employee shall therefore be charged seven (7) hours vacation for each day taken per this formula.

F.22 In lieu of Sections 14.1, and 14.1.1, current regular and temporary employees employed by the Seattle Center who own and insure their own car, truck or van for use on the job shall continue parking privileges. For regular and temporary employees who drive to and park at the Seattle Center during work hours the City shall provide a flat mileage reimbursement of one dollar($1.00) for each day worked by a temporary employee and twenty-two dollars ($22) per month for each regular employee. Employees who wish to park at the Seattle Center during off-work hours shall be eligible to do so consistent with Article 14.14. Employees hired after December 25, 2019 shall not be required to have a car and will not receive mileage reimbursement unless agreed to by the employee and management. For employees hired after December 25, 2019 parking privileges shall be consistent with Section 14.14.

F.23 All employees (including temporary) must have either a telephone or a message phone/answering service in order to be able to be contacted by the supervisor.

F.24 The Seattle Center may provide and arrange for the cleaning of rented uniforms, or the Seattle Center may purchase a uniform and the employee shall arrange for the cleaning of the purchased uniform. In either case, the City may require that employees wear said uniforms. A winter jacket shall be provided as part of the uniform. Uniform design, quantity and type of fabric shall be at the discretion of management. Uniforms lost by the employee or severely misused shall be charged to the employee at a replacement cost. The Seattle Center may determine at any time that it shall no longer provide uniforms. Employees may provide their own pants in lieu of uniform pants as long as the color, fabric and style are essentially equivalent to the uniform pant. If dark pants or skirts are not provided as part of the uniform, employees shall be responsible for providing these items. Employees must maintain a clean and neat personal appearance.

F.25 All employees (including temporary) shall wear or use safety equipment that is required and provided by the City while in the performance of their work.

F.26 Employees are encouraged to use direct deposit. For employees who do not choose direct deposit, paychecks shall be mailed to the employee's designated address.

F.27 All Temporary Parking Attendants and Temporary Senior Parking Attendants with prior approval by management may take up to one hundred twenty (120) days of unpaid leave per calendar year. Each unpaid leave of absence taken must be for a minimum duration of one (1) week, except up to four (4) times per year, leaves of absence for less than one (1) week but no less than four (4) days may be granted.

F.28 The City shall make available to those employees in the classification of Parking Attendant working alone in a closed facility, a two-way radio which shall remain the property of the City. The City shall make necessary rules and procedures for checkout and return of radios.

F.29 The City may establish on-the-job training program(s) in a different classification and/or within another bargaining unit for the purpose of providing individuals an opportunity to compete and potentially move laterally and/or upwardly into new career fields. Prior to implementation of such a program(s) with the appropriate Union or Unions and the issue of bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of either party.

F.30 An employee who is worked out of classification or who is promoted on an interim basis from a classification falling under one bargaining unit to another bargaining unit shall remain under the jurisdiction of the initial bargaining unit until such time as their promotion becomes permanent.

F.31 For the purpose of applying Article 5, Section 5.2.2 only, under this Agreement, a change in "shift" shall include changes in work location as well as changes to start and end times, and days of work.

APPENDIX G

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES DISTRICT COUNCIL NO. 5

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Union of Painters and Allied Trades District Council No. 5, hereinafter referred to as the Union, for that period from January 1, 2023 through December 31, 2026. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

G.1 Effective January 4, 2023, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

	HOURLY RATES OF PAY					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Auto Body Wkr/Painter	41.82	43.45	0.00			
Auto Equip Painter	41.82	43.45	0.00			
Paint&Body CC	46.80	48.72	50.69			
Paint&Body Supv	46.80	48.72	50.69			
Painter	44.17					
Painter Aprn-Intern						
	1st period 65% of Painter rate of pay 2nd period 71% of Painter rate of pay 3rd period 77% of Painter rate of pay 4th period 83% of Painter rate of pay 5th period 89% of Painter rate of pay 6th period 95% of Painter rate of pay					
Painter CC	46.80	48.72	50.69			
Painter,Asst,Sr-Sign Shop	35.12	36.53				
Painter,Asst-Sign Shop	34.12	0.00				
Painter,Asst-Spray Booth	35.12	36.53				
Painter,Sr	44.46	46.18				
Painter,Sr-Asg Spray Painter	45.52	47.22				
Painter-Asg Spray Painter	45.21					
Sign Painter	44.17					
Sign Painter CC	46.80	48.72	50.69			
Sign Painter,Sr	44.46	46.18				
Structural Painter	44.01	45.71				
Structural Painter CC	48.40	50.37	52.54			

Structural Painter,Sr	47.45	
Structural Painter,Sr-Asg Spray Painter	48.39	
Structural Painter-Asg Spray Painter	45.10	46.80

G.1.1 Effective January 3, 2024, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

	HOURLY RATES OF PAY					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Auto Body Wkr/Painter	43.70	45.41				
Auto Equip Painter	43.70	45.41				
Paint&Body CC	48.91	50.91	52.97			
Paint&Body Supv	48.91	50.91	52.97			
Painter	46.16					
Painter Aprn-Intern						
	1st period	65% of Painter rate of pay				
	2nd period	71% of Painter rate of pay				
	3rd period	77% of Painter rate of pay				
	4th period	83% of Painter rate of pay				
	5th period	89% of Painter rate of pay				
	6th period	95% of Painter rate of pay				
Painter CC	48.91	50.91	52.97			
Painter,Asst,Sr-Sign Shop	36.70	38.17				
Painter,Asst-Sign Shop	35.66					
Painter,Asst-Spray Booth	36.70	38.17				
Painter,Sr	46.47	48.25				
Painter,Sr-Asg Spray Painter	47.57	49.34				
Painter-Asg Spray Painter	47.25					
Sign Painter	46.16					
Sign Painter CC	48.91	50.91	52.97			
Sign Painter,Sr	46.47	48.25				
Structural Painter	45.99	47.77				
Structural Painter CC	50.58	52.64	54.90			
Structural Painter,Sr	49.58					
Structural Painter,Sr-Asg Spray Painter	50.57					
Structural Painter-Asg Spray Painter	47.13	48.91				

G.1.2 Effective January 4, 2025, base wage rates will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%).

G.1.3 Effective January 10, 2026, base wage rates will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

G.1.4 Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

G.2 The Crew Chief may do work performed by the crews that they supervise. As such, the Crew Chief may use tools of the trade when reasonable and/or necessary as determined by the job assignment. In most cases, the Crew Chief will be responsible for assigning any crew work that the Crew Chief might perform. The Crew Chief will not replace an employee or a working lead person by working overtime except when the occurrence is unscheduled.

G.3 Effective January 4, 2023, employees while assigned to do spray painting, drywall finishing work and abrasive blasting, or who are required to work on swinging staging, elevated mobile platforms or steel transmission towers shall receive an additional three dollars ($3.00) per hour for each straight-time or overtime hour worked. If an employee is performing multiple tasks (i.e., sand blasting from swinging staging), each of which has a premium attached, then all premiums will be paid.

G.4 In the City Light Department, when four (4) or more employees, three (3) of whom are classified as Structural Painters, are working on one specific job in an outlying work area such as the Bothell Substation, one Structural Painter shall be assigned "in-Charge" and shall be compensated as a Senior Structural Painter while acting in this capacity.

G.4.1 This provision shall be effective only when the Crew Chief does not visit the work premises once in each four (4) hour period of work. The Structural Painter assigned "in charge" shall continue to work.

G.5 Personnel temporarily assigned to the City Light Boundary Project shall be paid one-half (½) hour pay per day at the straight-time rate of pay as compensation for travel time between the work site and the board and lodging facility.

G.6 White overalls and white shirts, coveralls, or protective and specialized clothing currently provided by the City shall continue to be provided per existing departmental practice.

G.7 Temporary Employees - When the City needs additional employees, it reserves the right to hire from its own recruiting sources. Generally however, this practice shall include a call to the Union hall.

G.8 Overtime compensation shall be in the form of pay or, if mutually agreeable between the affected employee and the City, in the form of compensatory time. If used, the compensatory time shall be accrued at the overtime rate as specified in Section 5.2 for each hour of overtime work.

G.9 Effective January 4, 2023, An employee working within a classification identified within Section G.1, who is scheduled to work not less than four (4) hours of their regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premium pay for all scheduled hours worked during such shift:

Swing Shift	Graveyard Shift
$1.25 per hour	$1.75 per hour

G.9.2 The afore-referenced shift premium shall apply to time worked as opposed to time-off with pay except for sick leave, and therefore, for example, the premium shall not apply to vacation, holiday pay, bereavement leave, etc. Employees who work one of the shifts for which a premium is paid, and who are required to work overtime, shall not have the shift premium included as part of the base hourly rate for purposes of computing the contractual overtime rate.

G.9.3 The swing shift period shall encompass the hours from 4:00 p.m. to 11:59 p.m. The graveyard shift shall encompass the hours from 12:00 a.m. (midnight) to 8:00 a.m.

G.10 Sections 4.2.1 and 4.2.2 shall determine out-of-class pay Step placement as clarified in Section 5.9.

G.11 All employees classified and working full-time as Automotive Body Worker/Painter, who have completed their probationary period and have been employed by the City in the afore-mentioned classification for the entire preceding year, shall be paid a tool allowance in the amount of seventy-five dollars ($75.00). Payment shall be made on the first pay date following a full-pay period in December of each year of this agreement under the same conditions as hereinbefore outlined.

G.12 The City shall provide, at no cost to the employee, all required safety equipment and supplies required to perform work in a manner consistent with the Washington Industrial Safety and Health Act, Federal OSHA standards or other pertinent ordinance, regulation, or standard.

G.13 Employees assigned to the Automotive Body Worker/Painter classification shall be reimbursed by the City for the loss of required hand tools (including toolboxes) due to fire or theft from City premises, less twenty-five dollars ($25.00) on each loss. Claims shall be honored only for tools which have been listed on an appropriate inventory form and filed with the City. Employees in the Automotive Body Worker/Painter classification shall notify management whenever they remove their tools from the City's premises.

G.14 Effective January 4, 2023, any employee covered by this Agreement assigned to training and/or operating the high-pressure water jet in the SDOT Sign Shop shall receive a one dollar and fifty cent ($1.50) per hour premium for all time performing such work.

G.15 The parties agree to reopen on the following subjects no later than twenty-four (24) months after the full ratification of this Agreement: Hazard/Encampment compensation; Graffiti abatement assignment and compensation.

APPENDIX H

SHEET METAL, AIR, RAIL, & TRANSPORTATION WORKERS INTERNATIONAL ASSOCIATION, LOCAL NO. 66

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the Sheet Metal Workers International Association, Local No. 66, hereinafter referred to as the Union, for that period from January 1, 2023 through December 31, 2026. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

H.1 Effective January 4, 2023, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

	Step 1	Step 2	Step 3	Step 4	Step 5
Auto Sheet Metal Wkr	42.21	43.86	45.62	47.45	49.34

H.1.1 Effective January 3, 20124 the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

	Step 1	Step 2	Step 3	Step 4	Step 5
Auto Sheet Metal Wkr	44.11	45.83	47.67	49.58	51.56

H.1.2 Effective January 4, 2025, base wage rates will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%).

H.1.3 Effective January 10, 2026, base wage rates will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

H.1.4 Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

H.2 Employees classified and working full-time as Sheet Metal Workers, Automotive who have completed their probationary period and have been employed by the City in the afore-mentioned classification for the entire preceding year, shall entitled to reimbursement with receipt(s) for tools necessary to perform their work:

A. Effective January 1, 2023, one thousand dollars ($1,000).

H.2.1 A like payment shall be made within two (2) pay periods of furnishing the request with receipt.

H.2.2 Effective January 1, 2023 Sheet Metal Workers, Automotive are entitled to the footwear reimbursement delineated in Article 14.11

APPENDIX I

LiUNA, LOCAL NO. 242, SECURITY OFFICERS

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, Washington, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the LiUNA, Local No. 242, Security Officers, hereinafter referred to as the Union, for that period from January 1, 2013 through December 31, 2026. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

I.1 Effective January 4, 2023, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

	HOURLY RATES OF PAY				
	Step 1	Step 2	Step 3	Step 4	Step 5
Security Ofcr	30.52	32.04	33.57	35.24	37.02
Security Ofcr,Sr	35.24	37.02	38.86	40.80	42.87
Security Ofcr,Supvsng	36.98	38.86	40.80	42.86	45.00

I.1.1 Effective January 3, 2024, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

	HOURLY RATES OF PAY				
	Step 1	Step 2	Step 3	Step 4	Step 5
Security Ofcr	31.90	33.48	35.08	36.82	38.69
Security Ofcr,Sr	36.82	38.69	40.61	42.64	44.80
Security Ofcr,Supvsng	38.65	40.61	42.64	44.79	47.03

I.1.2 Effective January 4, 2025, base wage rates will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%).

I.1.3 Effective January 10, 2026, base wage rates will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

I.1.4 Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

I.2 In lieu of Section 5.1, the employee working in the position at Seattle Center designated Supervising Security Officer shall, subject to the guidance and approval of Seattle Center management, make such adjustments in their normal daily work hours as may be required to fulfill their job responsibilities; provided, however, that said necessary adjustments shall be made insofar as Seattle Center management deems feasible within the normal forty (40) hours allowed per payroll workweek without overtime compensation. For example, in order to fulfill their supervisory responsibilities, the Supervising Security Officer may need to schedule them or be scheduled by Seattle Center management on a given workday to begin work before their regularly scheduled starting time, to extend their regularly scheduled shift, or to participate in a staff meeting held outside their regularly scheduled shift hours. The extra hours worked would be adjusted, subject to Seattle Center management approval, by scheduling equivalent hours off within the same workweek.

I.3 Turnaround time shall be recognized as the twelve (12) hour period immediately following the termination of the employee's previous day's regular shift. An employee who is required to work during the twelve (12) hour period between normal shifts shall receive double time for all hours worked during this twelve (12) hour period. In applying this provision, a regular employee or temporary who works during the turnaround period shall have such time counted as straight-time hours for purposes of computing sick leave and retirement benefits.

I.3.1 Required training shall be scheduled in a manner that least impacts an employee's schedule. In the event a regular employee is required to attend training outside their normal shift, the employee shall be paid at the appropriate overtime rate applicable under Article 5, Sections 5.2 through 5.3.1

I.3.1.1 All necessary "refresher" or re-certification training shall be arranged and scheduled by the City on a timely basis, so as to avoid lapses in required certifications. This type of training shall include First-Aid/CPR, as well as other safety and procedure-related certifications that the Department or the City may require.

I.4 In lieu of Section 6.1.1, whenever any paid holiday falls on an employee's regularly scheduled day/days off, either the day before or the day after the employee's scheduled day/days off may be recognized as the paid holiday, or a day within the pay period may be recognized as the paid holiday, or, the department may elect to pay the employee for the holiday(s) at the regular straight-time rate of pay. Payment shall be made only once per affected employee for any one holiday.

I.5 Employees with prior regular City service who are regularly appointed to positions within the City shall begin accruing vacation at the rate which was applicable upon their most recent separation from regular City service.

I.6 Security Officers at the Seattle Center are no longer required to obtain a Special Police Commission as a condition of employment. However, Security Officers must obtain the Seattle Special Police Commission in order to qualify as a Designated Shift Lead at the Seattle Center. All Senior Security Officers must have a Seattle Special Police Commission.

I.7 Uniforms - The following Sections shall apply to both temporary and regular employees covered by this Appendix: I.7, I.7.1, I.7.1.1, I.7.2, I.7.2.1, I.7.3, I.7.4, I.7.5, and I.7.6. Employees covered by this Appendix at the Seattle Center shall purchase and maintain their uniforms in a manner that meets the standards established by their Department

I.7.1 All employees covered by this Appendix employed at the Seattle Center shall receive a footwear reimbursement as provided in Article 14.11.

I.7.2 The Seattle Center shall annually reimburse employees covered by this Agreement up to the maximum amounts provided in A through B below towards the purchase of uniform items, excluding footwear.

A. Effective January 1, 2019, three hundred fifteen dollars ($315.00).

B. Effective January 1, 2020, two hundred sixty-five dollars ($265.00).

I.7.2.1 Newly hired employees shall receive an initial reimbursement up to the maximum provided in A through B below upon completion of their first six months of employment. Temporary employees shall be reimbursed upon completion of their first 1,040 hours, and upon completion of each 2080 hours thereafter.

A. Effective January 1, 2019, three hundred sixty-five dollars ($365).

B. Effective January 1, 2020, three hundred fifteen dollars ($315.00).

I.7.2.2 The City shall notify affected employees and the Union at least ninety (90) days prior to changing the current uniform, indicating the nature of and reasons for such changes. In the event of a major uniform change during the term of this Agreement, the Seattle Center shall provide an additional maximum reimbursement on a one-time basis, to cover the employee's cost to transition to the new uniform. Reimbursement amounts shall be as provided in section I.7.2.

I.7.3 Should the Seattle Center elect to include certain items as part of the uniform, for example: hat, coat, badges, patches, keepers, duty belt, whistle chain, name tag, radio holder, bicycle gear, key keeper, flashlight holder, mini-flashlight, mace/OC, mace/OC holder, mini-mag holder, and collar brass, etc., the items included shall be provided by the Center.

I.7.4 Upon leaving Seattle Center employment as a Security Officer, Senior Security Officer, or Supervisory Security Officer, the employee will return the articles of the uniform

provided by the Seattle Center, and any articles of the uniform the employee purchased and was reimbursed for in the six months prior to departure.

I.7.5 Except for the footwear/gear allowance as stated in Article 14.11 of the Joint Crafts Council Agreement and I.7.1 and I.7.1.1, all reimbursements above are maximum amounts and noncumulative. The maximum amount, if not spent, cannot be carried over to a later time frame. Requests for reimbursement shall be accompanied by a receipt showing the amount and place of purchase.

I.7.6 All reimbursements above are based on purchased and replaced uniform items being approved by the Seattle Center Department and the employee providing proof of purchase for items to the department. Items may be purchased from any source as long as items are subject to the approval of the department.

I.8 Seattle Center will provide appropriate educational and training opportunities for the security staff on a continuing basis. Training subjects will include, but not be limited to, self-defense, first-aid and conflict resolution. The City and the Union shall meet to discuss training issues for employees covered by this Appendix on a Departmental basis, including whether efficiencies can be achieved by combining certain desired or mandatory training; e.g., first-aid, CPR, between the affected Departments.

I.9 When transporting more than five hundred dollars ($500) including all money received by the Parking Facility off of the Seattle Center grounds, a Security Officer in charge will be accompanied by another Security Officer. The Seattle Center may look into alternative methods of accomplishing the transport of receipts and shall notify the Union if an alternative is elected.

I.10 Effective January 4, 2023, employees regularly scheduled to work the established evening (swing) or night (graveyard) shift shall receive the following shift premiums:

Swing Shift	Graveyard Shift
$1.25 per hour	$1.75 per hour

A. Swing shift shall normally begin at 3:00 p.m., and graveyard shift shall normally begin at 11:00 p.m. (midnight).

B. The above shift premium shall apply to time worked as opposed to time-off with pay except for sick leave, and therefore, for example, the premium shall not apply to vacation, holiday pay, bereavement leave, etc. Employees who work one of the shifts for which a premium is paid, and who are required to work overtime, shall not have the shift premium included as part of the base hourly rate for purposes of computing the contractual overtime rate.

I.11 Senior Security Officers at the Seattle Center who are the designated shift leaders, shall report for duty fifteen (15) minutes prior to the beginning of the shift they are to lead. However, they shall be paid at the same premium rate as the shift they lead for the entire eight (8) hours of their shift, including the first quarter hour.

I.12 The City and the Union reserve the right to open this agreement for the purposes of negotiating on the issue of safety.

I.13 Upon qualifying for a Seattle Special Police Commission, employees covered by this Appendix shall be paid a premium of an additional two percent (2%) of the top step of their base hourly pay range.

I.14 The City and the Union each reserve the right to reopen this Appendix for negotiation of the terms applicable to physically operating new facilities where technological advancements and permanent employee staffing of the facility may necessitate changes to the Appendix.

I.15 The parties agree to hold labor management committee meetings upon request of the other party to discuss issues specific to ESU including training and safety needs.

APPENDIX J

LiUNA, LOCAL NO. 242

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the LiUNA, Local No. 242, hereinafter referred to as the Union, for that period from January 1, 2023 through December 31, 2026. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

J.1 Effective January 4, 2023, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

	HOURLY RATES OF PAY				
	Step 1	Step 2	Step 3	Step 4	Step 5
Aquatics Techl Supv	42.08	43.74	45.51	47.20	49.01
Arboriculturist	38.77	40.23	41.76	43.44	45.26
Arts Conserv Tech	N/A	N/A	35.49	36.92	38.28
Asphalt Paving CC,Asst	39.78	41.49	43.08		
Asphalt Raker	34.07	35.39	36.69		
Asphalt Raker,Sr	37.15	38.60			
Cement Finisher	36.69	38.15			
Cement Finisher,Sr	38.85	40.35			
Cement Finisher-Parks Facil,Sr	40.90	42.64			
Cement Finisher-Parks Facils	40.90				
Delivery Wkr	24.80	25.78	26.73	27.85	28.83
Drainage&Wstwtr Coll Lead Wkr	40.51	42.09	43.71		
Drainage&Wstwtr Coll Wkr	36.27	37.70	39.21	40.75	
Drainage&Wstwtr Coll Wkr Aprn	85% of third step of Drainage and Wastewater Collection Worker for 1st 1,000 hours 87% of third step of Drainage and Wastewater Collection Worker for 1,000 to 2,000 hours 91% of third step of Drainage and Wastewater Collection Worker for 2,000 to 3,000 hours 94% of third step of Drainage and Wastewater Collection Worker for 3,000 to 4,000 hours				
Drainage&Wstwtr Coll Wkr CI	37.09	38.50	40.03	41.57	
Drainage&Wstwtr Lead Wkr CII	42.24	43.76	45.43		

Engrng Emerg Laborer	40.23				
Facilities Lead Wkr	33.63	34.92	36.23		
Facilities Maint Wkr	33.63	34.92	36.23		
Forest Maint CC	43.45	45.32	46.96		
Forest Maint Wkr	35.43	36.72	38.16		
Forest Maint Wkr,Sr	N/A	N/A	37.72	39.25	40.73
Gardener	N/A	N/A	30.48	31.59	32.92
Gardener,Asst	N/A	N/A	27.35	28.34	29.40
Gardener,Prin	N/A	N/A	0.00	36.80	38.29
Gardener,Sr	N/A	N/A	34.15	35.47	36.80
Golf Course Groundskeeper I	23.91	N/A			
Golf Course Groundskeeper II	31.51	N/A			
Golf Course Maint Supv	41.15	42.75	44.51	46.13	48.13
Golf Course Tech	29.07	30.12	32.16	33.33	34.73
Golf Course Tech,Sr	31.06	33.33	35.04	36.39	37.80
Greenhouse Supv	N/A	N/A	N/A	36.80	38.29
Grounds Equip Mechanic	N/A	N/A	34.80	36.19	37.53
Grounds Equip Mechanic,Sr	N/A	N/A	37.53	38.96	40.50
Grounds Maint CC	N/A	N/A	42.24	43.78	45.63
Grounds Maint Lead Wkr	33.63	34.92	36.23		
Ice Rink Spec	N/A	33.21	34.49		
Installation Maint Wkr	N/A	33.21	34.49		
Janitor,Lead-SC/Parks/SPU	N/A	N/A	26.36	27.56	28.55
Janitorial CC-FAS	N/A	N/A	33.70	35.06	36.46
Janitorial CC-SC	N/A	N/A	33.70	35.06	36.46
Janitor-SC/Parks/SPU	N/A	N/A	24.48	25.51	26.36
Laborer	27.26	27.97	28.98		
Laborer Aprn	85% of entry rate for 1st 1,000 hours 87% of entry rate for 1,000 to 2,000 hours 91% of entry rate for 2,000 to 3,000 hours 94% of entry rate for 3,000 to 4,000 hours				
Laborer-Inserting Machine Op	N/A	N/A	N/A	27.55	28.55
Landscape Supv	42.41	44.13	45.81		
Lock Tech	N/A	N/A	34.80	36.19	37.53
Lock Tech,Sr	N/A	N/A	37.53	38.96	40.50
Lock Tech,Trne	29.40	30.48	31.59	32.92	34.15
Maint CC,General-Skgt	45.07	46.81			
Maint Laborer	N/A	N/A	N/A	N/A	32.15

Maint Laborer,Sr-Traffic	33.09	34.41			
Maint Laborer-STP Op	N/A	38.50			
Maint Laborer-STP,Asst	N/A	N/A	37.04		
Opns CC,Sr-SC	N/A	41.86	43.55	45.37	47.04
Opns CC-SC	41.00	42.73	44.35		
Park Ranger	30.52	32.04	33.57	35.24	37.02
Park Ranger, Sr.	35.24	37.02	38.86	40.80	42.87
Parks Custdl CC	41.86	43.45	45.32		
Parks Equip Op	30.75	32.00	33.21		
Parks Maint Aide	23.91	24.86			
Parks Maint Aide I	23.91	24.86			
Parks Maint Aide II	24.86				
Parks Maint CC	46.21	47.89	49.95		
Pmp Stat Maint Lead Wkr CII	35.88	37.28	38.72		
Pmp Stat Maint Leadwkr	35.18	36.52	37.94		
Pmp Stat Maint Wkr	31.29	32.52	33.83		
Pmp Stat Maint Wkr CI	31.29	33.21	34.49		
Pool Maint Lead Wkr	35.48	36.80	38.29		
Pool Maint Wkr	32.00	33.21	34.49		
Recyling Prgm Spec	29.98	31.02	32.26	33.45	34.80
Rights-Of-Way Maint Lead Wkr	37.25	38.68	40.22		
Rights-Of-Way Maint Wkr	N/A	N/A	35.78	37.17	
Special C Lead Wkr	35.48	36.80	38.29		
Store Clerk	24.56	25.47	26.45	27.55	28.55
Store Keeper	32.92	34.15	35.47	36.80	38.29
Traffic Sign&Marking CC I	N/A	N/A	41.72	43.24	45.07
Traffic Sign&Marking CC II	45.95	47.74	49.56		
Traffic Sign&Marking Lead Wkr	33.11	34.49	35.78	37.17	
Tree Trimmer	34.91	36.31	37.75		
Tree Trimmer,Lead	38.23	39.66	41.23		
Util Constr Lead Wkr	35.18	36.52	37.94	39.15	
Util Constr Wkr	33.78	35.03	36.07		
Util Constr Wkr Aprn	85% of journey top step for 0 to 999 hours 87% of journey top step for 1,000 to 1,999 hours 91% of journey top step for 2,000 to 3,000 hours				
Util Laborer	N/A	N/A	N/A	N/A	30.48

Wrkload Plnr&Schdlr,Asst-Parks	38.46	40.07	41.69
Wstwtr Coll Spec	40.97	42.56	44.17
Wstwtr Coll Spec CII	41.81	43.45	44.99
Wstwtr Treatment Plnt Op	41.51	43.06	44.69

J.1.1 Effective January 3, 2024, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows

HOURLY RATES OF PAY

	Step 1	Step 2	Step 3	Step 4	Step 5
Aquatics Techl Supv	43.98	45.71	47.55	49.32	51.22
Arboriculturist	41.18	42.73	44.36	46.14	48.07
Arts Conserv Tech	N/A	N/A	38.48	40.02	41.49
Asphalt Paving CC,Asst	42.35	44.17	45.86		
Asphalt Raker	35.61	36.98	38.34		
Asphalt Raker,Sr	39.73	41.29			
Cement Finisher	38.34	39.86			
Cement Finisher,Sr	40.60	42.17			
Cement Finisher-Parks Facil,Sr	42.74	44.56			
Cement Finisher-Parks Facils	42.74				
Delivery Wkr	25.92	26.94	27.94	29.10	30.13
Drainage&Wstwtr Coll Lead Wkr	42.33	43.99	45.68		
Drainage&Wstwtr Coll Wkr	37.90	39.39	40.97	42.58	
Drainage&Wstwtr Coll Wkr Aprn					

85% of third step of Drainage and Wastewater Collection Worker for 1st 1,000 hours
87% of third step of Drainage and Wastewater Collection Worker for 1,000 to 2,000 hours
91% of third step of Drainage and Wastewater Collection Worker for 2,000 to 3,000 hours
94% of third step of Drainage and Wastewater Collection Worker for 3,000 to 4,000 hours

Drainage&Wstwtr Coll Wkr CI	38.75	40.24	41.83	43.44	
Drainage&Wstwtr Lead Wkr CII	44.14	45.73	47.48		
Engrng Emerg Laborer	42.04				
Facilities Lead Wkr	35.97	37.35	38.75		
Facilities Maint Wkr	35.97	37.35	38.75		
Forest Maint CC	47.51	49.56	51.35		
Forest Maint Wkr	38.74	40.16	41.73		
Forest Maint Wkr,Sr	N/A	N/A	41.25	42.92	44.54
Gardener	N/A	N/A	31.85	33.02	34.40
Gardener,Asst	N/A	N/A	28.58	29.61	30.72
Gardener,Prin	N/A	N/A	N/A	38.46	40.02
Gardener,Sr	N/A	N/A	35.68	37.07	38.46
Golf Course Groundskeeper I	24.98				
Golf Course Groundskeeper II	32.93				
Golf Course Maint Supv	45.99	47.78	49.75	51.55	53.79
Golf Course Tech	33.39	34.60	36.94	38.29	39.89
Golf Course Tech,Sr	35.68	38.29	40.25	41.80	43.42
Greenhouse Supv	N/A	N/A	N/A	38.46	40.02
Grounds Equip Mechanic	N/A	N/A	36.36	37.82	39.22
Grounds Equip Mechanic,Sr	N/A	N/A	39.22	40.71	42.32
Grounds Maint CC	N/A	N/A	44.87	46.50	48.47
Grounds Maint Lead Wkr	35.97	37.35	38.75		
Ice Rink Spec	N/A	34.71	36.04		
Installation Maint Wkr	N/A	34.71	36.04		
Janitor,Lead-SC/Parks/SPU	N/A	N/A	27.94	29.21	30.26
Janitorial CC-FAS	N/A	N/A	35.72	37.16	38.65
Janitorial CC-SC	N/A	N/A	35.72	37.16	38.65
Janitor-SC/Parks/SPU	N/A	N/A	25.94	27.03	27.94
Laborer	29.29	30.05	31.13		
Laborer Aprn	85% of entry rate for 1st 1,000 hours 87% of entry rate for 1,000 to 2,000 hours 91% of entry rate for 2,000 to 3,000 hours 94% of entry rate for 3,000 to 4,000 hours				
Laborer-Inserting Machine Op	N/A	N/A	N/A	28.79	29.83
Landscape Supv	44.32	46.12	47.87		
Lock Tech	N/A	N/A	36.36	37.82	39.22

Lock Tech,Sr	N/A	N/A	39.22	40.71	42.32
Lock Tech,Trne	30.72	31.85	33.02	34.40	35.68
Maint CC,General-Skgt	47.09	48.92			
Maint Laborer	N/A	N/A	N/A	N/A	34.69
Maint Laborer,Sr-Traffic	35.71	37.14			
Maint Laborer-STP Op	N/A	40.24			
Maint Laborer-STP,Asst	N/A	N/A	38.71		
Opns CC,Sr-SC	N/A	44.61	46.40	48.34	50.13
Opns CC-SC	43.69	45.53	47.25		
Park Ranger	31.90	33.48	35.08	36.82	38.69
Park Ranger, Sr.	36.82	38.69	40.61	42.64	44.80
Parks Custdl CC	45.16	46.88	48.90		
Parks Equip Op	32.14	33.44	34.71		
Parks Maint Aide	24.98	25.98			
Parks Maint Aide I	24.98	25.98			
Parks Maint Aide II	25.98	N/A			
Parks Maint CC	49.92	51.73	53.97		
Pmp Stat Maint Lead Wkr CII	37.49	38.95	40.47		
Pmp Stat Maint Leadwkr	36.76	38.16	39.64		
Pmp Stat Maint Wkr	32.70	33.98	35.35		
Pmp Stat Maint Wkr CI	32.70	34.71	36.04		
Pool Maint Lead Wkr	37.08	38.46	40.02		
Pool Maint Wkr	33.44	34.71	36.04		
Recyling Prgm Spec	31.33	32.41	33.71	34.96	36.36
Rights-Of-Way Maint Lead Wkr	40.38	41.94	43.60		
Rights-Of-Way Maint Wkr	N/A	N/A	37.39	38.84	
Special C Lead Wkr	37.08	38.46	40.02		
Store Clerk	25.66	26.62	27.64	28.79	29.83
Store Keeper	34.40	35.68	37.07	38.46	40.02
Traffic Sign&Marking CC I	N/A	N/A	43.59	45.18	47.09
Traffic Sign&Marking CC II	48.02	49.89	51.79		
Traffic Sign&Marking Lead Wkr	34.60	36.04	37.39	38.84	
Tree Trimmer	36.48	37.94	39.45		
Tree Trimmer,Lead	39.95	41.44	43.09		
Util Constr Lead Wkr	36.76	38.16	39.64	40.92	
Util Constr Wkr	35.30	36.60	37.69		

Util Constr Wkr Aprn	85% of journey top step for 0 to 999 hours 87% of journey top step for 1,000 to 1,999 hours 91% of journey top step for 2,000 to 3,000 hours				
Util Laborer	N/A	N/A	N/A	N/A	31.85
Wrkload Plnr&Schdlr,Asst-Parks	40.19	41.87	43.56		
Wstwtr Coll Spec	42.81	44.47	46.16		
Wstwtr Coll Spec CII	43.69	45.40	47.02		
Wstwtr Treatment Plnt Op	43.37	45.00	46.70		

J.1.2 Effective January 4, 2025, base wage rates will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%).

Base Wage Rates as of January 4, 2025 will be adjusted based on the formula in Article 4.1.3. However, the following titles in this bargaining unit will first have their 2024 base rate adjusted as before the formula in Article 4.1.3 is applied.

HOURLY RATES OF PAY

	Step 1	Step 2	Step 3	Step 4	Step 5
Aquatics Techl Supv	43.98	45.71	47.55	49.32	51.22
Arboriculturist	41.91	43.49	45.14	46.96	48.92
Arts Conserv Tech	N/A	N/A	39.14	40.71	42.21
Asphalt Paving CC,Asst	42.73	44.56	46.27		
Asphalt Raker	35.61	36.98	38.34		
Asphalt Raker,Sr	40.17	41.74			
Cement Finisher	38.34	39.86			
Cement Finisher,Sr	40.60	42.17			
Cement Finisher-Parks Facil,Sr	42.74	44.56			
Cement Finisher-Parks Facils	42.74				
Delivery Wkr	25.92	26.94	27.94	29.10	30.13
Drainage&Wstwtr Coll Lead Wkr	42.33	43.99	45.68		
Drainage&Wstwtr Coll Wkr	37.90	39.39	40.97	42.58	

Drainage&Wstwtr Coll Wkr Aprn	85% of third step of Drainage and Wastewater Collection Worker for 1st 1,000 hours 87% of third step of Drainage and Wastewater Collection Worker for 1,000 to 2,000 hours 91% of third step of Drainage and Wastewater Collection Worker for 2,000 to 3,000 hours 94% of third step of Drainage and Wastewater Collection Worker for 3,000 to 4,000 hours				
Drainage&Wstwtr Coll Wkr CI	38.75	40.24	41.83	43.44	
Drainage&Wstwtr Lead Wkr CII	44.14	45.73	47.48		
Engrng Emerg Laborer	42.04				
Facilities Lead Wkr	36.36	37.76	39.18		
Facilities Maint Wkr	36.36	37.76	39.18		
Forest Maint CC	48.52	50.61	52.44		
Forest Maint Wkr	39.57	41.01	42.62		
Forest Maint Wkr,Sr	N/A	N/A	42.13	43.83	45.48
Gardener	N/A	N/A	31.85	33.02	34.40
Gardener,Asst	N/A	N/A	28.58	29.61	30.72
Gardener,Prin	N/A	N/A	N/A	38.46	40.02
Gardener,Sr	N/A	N/A	35.68	37.07	38.46
Golf Course Groundskeeper I	24.98				
Golf Course Groundskeeper II	32.93				
Golf Course Maint Supv	49.26	51.17	53.28	55.22	57.62
Golf Course Tech	34.83	36.10	38.54	39.95	41.62
Golf Course Tech,Sr	37.22	39.95	41.99	43.61	45.30
Greenhouse Supv	N/A	N/A	N/A	38.46	40.02
Grounds Equip Mechanic	N/A	N/A	36.36	37.82	39.22
Grounds Equip Mechanic,Sr	N/A	N/A	39.22	40.71	42.32
Grounds Maint CC	N/A	N/A	45.66	47.33	49.33
Grounds Maint Lead Wkr	36.36	37.76	39.18		
Ice Rink Spec	N/A	34.71	36.04		
Installation Maint Wkr	N/A	34.71	36.04		
Janitor,Lead-SC/Parks/SPU	N/A	N/A	28.13	29.40	30.46
Janitorial CC-FAS	N/A	N/A	35.96	37.40	38.90
Janitorial CC-SC	N/A	N/A	35.96	37.40	38.90

Janitor-SC/Parks/SPU	N/A	N/A	26.12	27.21	28.13
Laborer	29.67	30.44	31.54		
Laborer Aprn	85% of entry rate for 1st 1,000 hours 87% of entry rate for 1,000 to 2,000 hours 91% of entry rate for 2,000 to 3,000 hours 94% of entry rate for 3,000 to 4,000 hours				
Laborer-Inserting Machine Op	N/A	N/A	N/A	28.79	29.83
Landscape Supv	44.32	46.12	47.87		
Lock Tech	N/A	N/A	36.36	37.82	39.22
Lock Tech,Sr	N/A	N/A	39.22	40.71	42.32
Lock Tech,Trne	30.72	31.85	33.02	34.40	35.68
Maint CC,General-Skgt	47.09	48.92			
Maint Laborer	N/A	N/A	N/A	N/A	35.22
Maint Laborer,Sr-Traffic	36.25	37.70			
Maint Laborer-STP Op	N/A	40.24			
Maint Laborer-STP,Asst	N/A	N/A	38.71		
Opns CC,Sr-SC	N/A	45.55	47.38	49.37	51.19
Opns CC-SC	44.61	46.49	48.25		
Park Ranger	29.10	30.13	31.33	32.41	33.71
Park Ranger, Sr.	36.82	38.69	40.61	42.64	44.80
Parks Custdl CC	46.72	48.49	50.58		
Parks Equip Op	32.14	33.44	34.71		
Parks Maint Aide	24.98	25.98			
Parks Maint Aide I	24.98	25.98			
Parks Maint Aide II	25.98				
Parks Maint CC	51.70	53.58	55.90		
Pmp Stat Maint Lead Wkr CII	37.49	38.95	40.47		
Pmp Stat Maint Leadwkr	36.76	38.16	39.64		
Pmp Stat Maint Wkr	32.70	33.98	35.35		
Pmp Stat Maint Wkr CI	32.70	34.71	36.04		
Pool Maint Lead Wkr	37.08	38.46	40.02		
Pool Maint Wkr	33.44	34.71	36.04		
Recyling Prgm Spec	31.33	32.41	33.71	34.96	36.36
Rights-Of-Way Maint Lead Wkr	41.08	42.66	44.35		
Rights-Of-Way Maint Wkr	N/A	N/A	37.39	38.84	

Special C Lead Wkr	37.08	38.46	40.02		
Store Clerk	25.66	26.62	27.64	28.79	29.83
Store Keeper	34.40	35.68	37.07	38.46	40.02
Traffic Sign&Marking CC I	N/A	N/A	43.59	45.18	47.09
Traffic Sign&Marking CC II	48.02	49.89	51.79		
Traffic Sign&Marking Lead Wkr	34.60	36.04	37.39	38.84	
Tree Trimmer	36.48	37.94	39.45		
Tree Trimmer,Lead	39.95	41.44	43.09		
Util Constr Lead Wkr	36.76	38.16	39.64	40.92	
Util Constr Wkr	35.30	36.60	37.69		
Util Constr Wkr Aprn	85% of journey top step for 0 to 999 hours 87% of journey top step for 1,000 to 1,999 hours 91% of journey top step for 2,000 to 3,000 hours				
Util Laborer	N/A	N/A	N/A	N/A	31.85
Wrkload Plnr&Schdlr,Asst-Parks	40.19	41.87	43.56		
Wstwtr Coll Spec	42.81	44.47	46.16		
Wstwtr Coll Spec CII	43.69	45.40	47.02		
Wstwtr Treatment Plnt Op	43.37	45.00	46.70		

J.1.3 Effective January 10, 2026, base wage rates will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

*Effective December 26, 2018, employees classified in the job titles listed and who acquire and continue to maintain Level I certification (and have reached the second step) and/or Level II certification from Washington Waste Water Collection Personnel Association or an equivalent City-approved certification shall be compensated by an additional two percent (2%) of their hourly range (calculation based on two percent (2%) of the top step of the specific job classification). The affected job titles are: Drainage & Wastewater Collection Worker-CI, Drainage and Wastewater Lead Worker-CII, Pump Station Maintenance Worker-CI and Pump Station Maintenance Lead Worker-CII and Wastewater Collection Specialist-CII. At such time as either the

State of Washington or the City of Seattle shall require the certifications as a condition of employment for any of the classifications cited, before implementing any such changes to the voluntary certification plan, the City shall notify the Union of the changes and reason therefore, and upon request, such changes and reason therefore shall be discussed with the Union.

Effective December 25, 2019, the above shall no longer apply to employees in the classifications of Drainage and Wastewater Collection Worker, and Drainage and Wastewater Collection Lead Worker, who shall be eligible for the respective premium pay titles of Drainage & Wastewater Collection Worker-CI and Drainage and Wastewater Collection Lead Worker-CII at the parallel pay step beginning with the month following certification by the Washington State Department of Health Services. Such premium pay shall cease if the certification is not renewed. Certification at any level less than designated for a classification will not qualify an employee for the premium pay.

****Note**: Apprentice titles listed herein are in effect pursuant to the Washington State Apprenticeship Act (RCW 49.04) and the Fair Labor Standards Act (29 CFR 29). Apprentice pay steps herein are as provided for in accordance with WAC 296-05-316 (27).

***These premium pay titles are applicable for technical duties for cement finishing at the Parks and Recreation Department. The duties of these premium pay titles are contained in the specifications of Cement Finisher and Cement Finisher, Senior, but are uniquely performed at the Parks and Recreation Department and are not performed at any other City Department.

J.1.4 Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

J.1.5 Temporary employees shall be exempt from all provisions of this Appendix except Sections J.2.1, J.2.1.1, J.2.2, J.2.4, J.2.4.1, J.2.9, J.3, J.3.1, J.4.2, J.4.6, J.4.7, J.4.8, J.4.12, J.5.1, J.5.2, J.5.3, J.6.2, J.7, J.7.1, J.8, J.8.1, J.8.1.1, J.8.2, and J.8.5.

J.2 General Working Rules - Crew Chiefs may perform the work normally performed by the crews they supervise if they are unable to secure regular or temporary employee at the work site to perform the work. Crew Chiefs will not replace an employee or a working lead person by working regular or overtime hours except when the occurrence is unscheduled. In no case shall a regular or temporary employee be sent home or otherwise replaced by a Crew Chief dispatching them to perform the work.

J.2.1 No employee shall be required to operate unsafe equipment or an unsafe vehicle. Upon determination or suspicion that a vehicle or equipment is unsafe, it must be reported to the supervisor immediately. Final determination of safety shall be made in accordance with Section 14.6.3.

J.2.1.1 The City shall provide employees with appropriate training in the safe operation of any equipment prior to its use.

J.2.2 No individual shall be locked in a building without means of egress.

J.2.3 Rubber boots, rain gear, rubber gloves and, if necessary, coveralls shall be supplied on an as-needed basis to employees covered by this Appendix including temporary employees whose job duties require work in or around sewers, mudholes, mudslides or any areas which require the use by the employee of excessive amounts of water. Parks Department employees who clean outside rest rooms, fountains, pavement, masonry, or other surfaces with pressure washing equipment shall be provided with rain gear, rubber gloves and rubber boots. Transportation Sign Shop employees who steam clean signs shall be provided rubber gloves and rain gear. Such protective clothing or portions thereof shall not apply to individuals or jobs merely because of inclement weather. Such protective clothing shall be charged to the employee, who is to guarantee its return. In case of intentional destruction or negligent loss of said items, the cost thereof shall be charged to the employee.

J.2.4 Employees when actually engaged in the preparation, spraying or application of remover, acid, pesticide, or herbicide shall be furnished protective clothing, including boots and when necessary, respirators when the lack of said clothing would prove detrimental to the individual's health and safety.

J.2.4.1 Employees covered by this Appendix, when actively engaged in the dismantling, clean-up, removal, and/or disposal of material from so-called transient encampments, illegal dumpings, hazardous material spills, demolition, or any other debris which could present a risk of chemical or biohazard exposure to the employee, shall be furnished with appropriate protective clothing, including boots, overalls, or tyvek and when necessary, respirators, when the lack of said clothing would prove detrimental to the employee's health and safety.

J.2.5 Protective and specialized clothing shall continue to be provided per existing (September 1980) Departmental practice for the duration of this Agreement.

J.2.6 Cement Finishers when assigned to be in charge of two (2) or more Cement Finishers shall receive Senior Cement Finisher's pay. Cement Finishers who are required to install or cut cobble stone, decorative brick or tile shall receive twenty-five cents (0.25¢) per hour in addition to their regular hourly rate of pay while so assigned. Senior Cement Finishers shall only receive their Senior rate of pay and shall not receive an addition twenty-five cents (0.25¢) per hour while so assigned.

J.2.7 When deemed necessary by the City, the City may require an employee to perform work outside of their regularly scheduled work shift. The immediate circumstance of the situation shall be considered by the City in deciding which employee(s) shall be assigned to perform the overtime work in question. Overtime assignments shall be allotted in as fair and equitable manner as circumstances will permit amongst employees in an affected work unit who have the work experience to immediately perform the overtime work. When an unforeseen situation arises, which necessitates overtime work either as an extension of a shift or as a call-in, the City may assign or call in the first individual(s) it contacts for such overtime work.

J.2.7.1 Any disagreement over the application of this provision shall be negotiated on a case-by-case basis.

J.2.7.2 When deemed necessary by the City, the City may assign an employee to work outside of their classification. The immediate circumstance of the situation shall be considered by the City in deciding which employee(s) shall be assigned to perform the work out of class in question. Work out of class shall be allotted in as fair and equitable manner as circumstances will permit amongst employees in an effected work unit who have the work experience to immediately work out of class. All regular full-time or regular part-time employees in an affected work crew shall be asked to work out of classification prior to any temporary employee. When an unforeseen situation arises, which necessitates work out of class, the City may assign the first individual(s) it contacts for such work out of class.

J.2.7.3 Any out-of-class opportunities that are scheduled for more than thirty (30) days shall be opened to the division where they occur and any out-of-class that is scheduled for more than ninety (90) days shall be opened to the entire department. (At Seattle Center, department means Technical Facilities Management Division.)

J.2.8 Effective January 6, 1999, the in lieu of meal reimbursement will increase to twenty dollars ($20.00) and be administered in accordance with Sections 5.4 through 5.4.3.

J.2.9 Effective January 4, 2023, the footwear and gear reimbursement will be as provided and be administered in accordance with Section 14.11. Gear does not include articles of clothing already being issued.

J.3 A Laborer or Utility Laborer when assigned to operate certain riding mowers to mow any area including golf course greens (triplex greens mower, T-mower, or minimum 60-inch [cutting area] rotary mower or their equivalent replacements) shall, while so assigned, be compensated on a work-outside-of-classification basis per Section 5.9 of this Agreement at a rate equivalent to the classification of Maintenance Laborer. (This Section does not apply to the golf courses.)

J.3.1 A Laborer, Utility Laborer, or Maintenance Laborer when assigned to the Ford 6610 or Tiger 75-horsepower tractor mower (or an equivalent replacement) shall, while so assigned be compensated on a work-outside-of-classification basis per Section 5.9 of this Agreement at a rate equivalent to the classification of Construction And Maintenance Equipment Operator.

J.3.2 The following equipment is currently classified by the City as Construction Maintenance Equipment Operator (CMEO) assigned equipment and shall be paid at the CMEO pay rates:

Backhoe with bucket 1/16 yard or larger*	Flail/Slope Mowers
Box Scraper attachment*	Rear or Center-mount blade*
Front Loader – ¼ yard or larger*	Ford 6610 Tractor
Bulldozers – all	Asphalt Roto-Grinder (Sr. CMEO)
Motor Patrol (Graders) – all	Boom Trucks* (Sr. CMEO)
Mobile Street Sweepers	Paving Machines (Sr. CMEO)
Rollers/Compactors	Revolving Truck-mounted Cranes (Sr. CMEO)
Track Backhoe (Sr. CMEO)	Tiger 75-horsepower Tractor-Mower (or an equivalent replacement)

*The City and Local 1239 acknowledge a historical past practice of utilization by employees covered under this Appendix of some of the equipment and/or attachments named above. CMEO wage rates shall be paid for operation of the attachments, or equipment types.

J.3.3 Regular part-time Laborer-series positions will be considered for regular full-time vacancies within the same classification which become available within their department prior to opening the vacancy to other City employees and then temporary employees. The vacant positions will be filled based on special skills, training, and/or experience. All regular employees shall have the right to apply for any vacant position that is equal to or a promotion from their current position.

J.4 Seattle Center Rules - Schedules shall be prepared and posted indicating the starting time for each employee for at least five (5) days in advance of the scheduled workday. Posted schedules shall consist of the schedule for the present workday and the following five (5) calendar days with the fifth day posted daily prior to 11:30 a.m. Any change in the starting time of an employee within the five (5) day posted schedule shall result in double time being paid for those hours worked prior to the posted scheduled starting hour, as well as for any hours worked past the posted ending time for scheduled shifts of eight (8) or more hours' duration.

J.4.1 Turnaround time shall continue to be at least twelve (12) hours from the termination of the previous day's regular shift; provided however, an employee who is required to work during the twelve (12) hour period between normal shifts shall receive double time for all hours worked during said twelve (12) hour period. In applying this provision an employee who works during the turnaround period shall have such time counted as straight-time hours for purposes of computing sick leave and retirement benefits only; provided however, such benefits (sick leave and retirement) shall not be computed for any hours worked in excess of forty (40) per workweek.

J.4.2 Adequate ventilation shall be supplied in any building where machines that admit nauseous or dangerous fumes are operating. The Operating Engineers must be notified sufficiently in advance prior to commencing to operate the equipment.

J.4.3 The present practice of maintaining Seattle Center's rolling stock shall continue, including management's right to send out or contract to another party.

J.4.4 The ice-making activity shall be under the jurisdiction of the Union. In the event additional help is required in making or preparing ice beyond that of the Ice Rink Specialists assigned to the task, an individual affiliated with the Union shall be assigned to the job. One (1) position designated and paid as an Ice Rink Specialist for six and one-half (6½) months starting September 15 of each year and ending March 31 of the next year.

J.4.5 If flooding ice is required in an empty or unoccupied building at hours other than the regular work shift, one (1) employee covered by this Appendix shall be assigned this task. Arrangements shall be made for supervision to assure that the individual will be observed during the period of flooding in order to respond in the event of an accident.

J.4.6 An employee shall be paid at the Maintenance Laborer rate of pay on a work-outside-of-classification basis per Section 5.9 and J.2.7.2 for operating the bucket truck, utility boom truck, garbage packer truck, dumpster transporter truck ("D-Truck") of equivalent, and sweeper truck. Maintenance Laborer rate of pay will also be applicable on an articulating or telescoping boom or scissor lift used on high lift operations that has a platform that can accommodate up to two employees.

J.4.6.1 When the Seattle Center purchases, rents or leases new equipment or a different replacement for equipment mentioned in Section J.4.6 above, they will meet with the Union and discuss the rate of pay for said equipment.

J.4.6.2 Effective upon signature of the Agreement, employees covered under this Appendix shall be paid at the minimum rate of Utility Laborer on a work-out-class basis while assigned to operate the small pavement sweeper vehicle ("Green Machine 636" or equivalent).

J.4.7 The Seattle Center will use a crew of Laborer(s) and/or Senior Janitor(s) under the lead of an Electrician to perform changing of light bulbs on a preventive maintenance (periodic) schedule. (Laborers and Senior Janitors are cautioned not to touch certain high-powered lights.) This work will involve 10-foot ladder and 12-foot ceiling. Electrician will change certain higher lights; e.g., in ceiling of new Key Arena. The Electrician may do some of the changing of light bulbs, but will mostly direct the work (which does not require that the Electrician be physically present at all times) and do the journey-level tasks of installing/wiring/rewiring of lighting fixtures or ballast in the fixtures. Because the Electrician performs the journey-level work, work out-of-class pay for Laborers or Senior Janitors will not be applicable on changing of light bulbs.

J.4.8 At the Seattle Center, the City shall provide uniforms on a reasonable basis whenever employees are required by the City to wear uniforms.

J.4.9 The compensatory time limit for employees covered by this Section is forty (40) hours per year. Accrual of such leave time will be through mutual agreement of the employee and supervisor or manager. Lacking such concurrence, the overtime will be paid at the appropriate rate. After an employee has reached the maximum amount of forty (40) hours' compensatory time, any overtime worked (except Holidays) will be paid at the appropriate rate of pay. Further compensatory accrual time will not be an option.

J.4.10 There shall be a minimum call for meetings for training or for all staff meetings of two (2) hours at straight-time rate of pay for temporary employees. This call shall be voluntary for temporary employees. If training or staff meetings last longer than two (2) hours, all hours shall be paid at the straight-time rate of pay.
When the above language pertains to regular employees, Article 5, Section 5.2, 5.2.1, 5.2.2, and 5.2.3 shall be in effect (if circumstances are applicable.)

J.4.11 All scheduled overtime work shall be offered to qualified regular employees who have placed their name on an overtime list in the classification before any temporary employees are offered scheduled overtime work.

J.4.12 Effective upon the signature of the Agreement, temporary laborers working at Seattle Center must work a minimum of one (1) shift per month in the Key Arena between the months of October to May inclusive. The parties agree that this arrangement is subject to labor-management review, and if another solution is determined to be necessary during the term of the Agreement, the parties agree to bargain changes to this provision.

Temporary laborers may request in writing that the Division Director allow them to be inactive and unavailable for employment for one (1) period of up to ninety (90) consecutive days annually. The request will be considered and approved or denied based on Seattle Center's anticipated workload.

J.5 Seattle Public Utilities Department Rules - Administrative directions shall be issued by the Seattle Public Utilities Department providing for protective clothing for such employees involved in cleaning deep sand boxes and catch basins when the conditions of employment reasonably require such protective clothing.

J.5.1 The time limit for work out of class shall be extended to a period of eight (8) hours or longer when an individual who is employed at the Cedar River Water Shed works in a training capacity at the higher classification of Operator, Construction and Maintenance Equipment.

J.5.2 Drainage and Wastewater Collection Lead Worker, Drainage and Wastewater Collection Worker, and Drainage and Wastewater Collection Worker Apprentice personnel who are required to work in live sewers four (4) feet deep or more, to repair sewer breaks or perform side sewer connections, shall receive fifty cents (50¢) per hour in addition to their regular hourly rate of pay while so engaged.

J.5.3 Employees working in "live sewers" shall be supplied a "dry shack" for non-mobile crews for the purpose of washing up and eating their meals. An adequate number of coveralls shall be furnished to each such employee per week.

J.6 City Light Department Rules - City Light employees covered by this Appendix who are required by City Light to do temporary work at a location outside of the area surrounding their normal headquarters, and at a distance too far for commuting, shall receive adequate board and lodging while so assigned. Said employees when so assigned shall receive additional compensation at the straight-time rate of pay for each night of required absence from their regular place of employment, provided such additional compensation shall not be paid to any employee whose assigned duties regularly include travel to and performance of work at locations other than their regular place of employment without specific assignment by a supervisor.

J.6.1 Laborers who are employed at City Light and who are called out on an emergency along with the City Light underground crew shall receive the same mileage reimbursement as the underground crew when using their own automobiles.

J.6.2 Laborers for all hours worked when assigned to the Right-of-Way crew at the Skagit project will be paid at the Utility Laborer rate of pay.

J.6.3 Effective January 6, 1999, there will be four (4) pairs of leather-palmed, canvas-backed work gloves to each employee in Civil Construction (unit) on a quartermaster type of basis (one every three, months to be issued by management to employees active on payroll at the time and not issued through the Tool Room.) This provision shall be extended to include all employees covered by this Appendix who are active on payroll in the Right-of Way Maintenance and Vegetation Management Crews. Temporary employees shall be allowed one pair of gloves per each three-month period of active employment.

J.7 Seattle Department of Transportation Rules - The Department shall provide coveralls on an as-needed basis for employees covered by this Appendix whose major duties involve working with asphalt emulsions. This provision shall apply to the Crack Pouring Crew, Casting Crew and Patching Crew.

J.8 Parks & Recreation Department Rules - Employees covered by this Appendix employed by the Parks and Recreation Department at the Jackson, Jefferson and/or West Seattle Golf Courses shall forego the first four (4) hour rest break of their eight (8) hour workday (consisting of fifteen [15] minutes) and combine it with the second four (4) hour rest break of their eight (8) hour workday (also consisting of fifteen [15] minutes) to make a total of one thirty (30) minute rest break for the entire eight (8) hour workday, to be taken during the second half of the eight (8) hour workday.

J.8.1 Employees covered by this Appendix employed by the Parks and Recreation Department at Community Pools as Pool Maintenance Lead Workers and Pool Maintenance Workers shall forego the second fifteen (15) minute break of the day and combine it with their lunch break of thirty (30) minutes for a total lunch break of forty-five (45) minutes.

J.8.2 A Laborer; Utility Laborer; or Maintenance Laborer when assigned to operate and use for loading and hauling a Parks Department tractor equivalent to a Kubota rotary with bucket (Equipment #8142) or a golf course tractor with a front-end loader attached and a bucket capacity of one-fourth (¼) yard or larger shall, while so assigned, be compensated on a work-outside-of-classification basis per Section 5.9 at a rate equivalent to the classification of Parks Equipment Operator. (This Section does not apply to the golf courses.) The Union and the Parks and Recreation Department will meet and discuss updating the equipment used for upgrades to classification of Parks Equipment Operator within ninety (90) days of signing of the Agreement and semi-annually at the Union's request.

J.8.3 Coveralls shall be furnished to employees assigned to work as Construction and Maintenance Equipment Operators in the Parks & Recreation Department. Parks and Recreation Department's Downtown Park Resources crews wear uniforms so the public can identify them. Each employee will be allowed: eleven (11) pants, eleven (11) shirts, two (2) pairs of coveralls and one (1) medium weight jacket. Uniform cleaning and maintenance will be the responsibility of the Department.

J.8.4 Effective January 06, 1999, regular riding mower operators (Maintenance Laborers) and regular Senior Golf Course Technicians, Special Support Services Crew, and Installation Maintenance Worker in order to protect themselves while performing minor maintenance work, shall be given one pair of coveralls for the duration of the agreement. Replacement of coveralls or laundry service beyond the one pair may be made upon mutual agreement.

J.8.5 Employees at Freeway Park who work at hazardous heights will be given appropriate safety training related to climbing prior to engaging in such work.

J.8.6 In the event that the City maintained Golf Courses (Jackson, Jefferson, West Seattle), should become fully private operations, or should a decision be reached to contract out Golf Course work currently performed by employees covered by this Appendix, the City and the Union shall meet as soon as reasonably possible thereafter, to evaluate employment potential within the City and establish procedures for relocating affected employees.

J.9 Encampment Premium Pay - Effective May 1, 2008, employees, including temporary employees, shall receive a premium pay of ten percent (10%) of their regular hourly wage in addition to their respective regular hourly wage rate for all hours assigned to sort and/or remove materials associated with illegal encampments.

J.9.1 The provisions of J.9 shall apply only when the City in its sole discretion posts an area with a "72-hour Notice and Order to Remove Personal Property," for the purpose of sorting and/or removing materials associated with an illegal encampment, and subsequently cleans the area. This shall not include postings providing notice that a removal has already occurred.

APPENDIX K

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, LOCAL NO. 104

This APPENDIX is supplemental to that Agreement by and between The City of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Brotherhood Of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers And Helpers, Local No. 104, hereinafter referred to as the Union, for that period from January 1, 2023 through December 31, 2026. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

K.1 Effective January 4, 2023, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

	HOURLY RATES OF PAY				
	Step 1	Step 2	Step 3	Step 4	Step 5
Bridge Maint Mech Hlpr	34.48	35.65	37.10	38.59	40.13
Bridge Maint Mechanic	48.74	50.01	52.01	54.09	56.26
Bridge Maint Mechanic CC	50.93	53.12	55.25	57.46	59.76
Bridge Maint Mechanic,Sr	49.78	51.81	54.00	56.16	58.41
Metal Fabricator	46.32	47.46	49.36	51.33	53.38
Metal Fabricator CC	48.43	50.41	52.42	54.52	56.70
Riser Maint Spec	43.86	45.56	47.39	49.28	51.25

K.1.1 Effective January 3, 2024, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

	HOURLY RATES OF PAY				
	Step 1	Step 2	Step 3	Step 4	Step 5
Bridge Maint Mech Hlpr	36.03	37.26	38.77	40.33	41.94
Bridge Maint Mechanic	50.93	52.26	54.35	56.53	58.79
Bridge Maint Mechanic CC	53.22	55.51	57.73	60.04	62.45
Bridge Maint Mechanic,Sr	52.02	54.14	56.43	58.69	61.03
Metal Fabricator	48.41	49.59	51.58	53.64	55.79
Metal Fabricator CC	50.61	52.67	54.78	56.97	59.25
Riser Maint Spec	45.84	47.61	49.52	51.50	53.56

K.1.2 Effective January 4, 2025, base wage rates will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%).

K.1.3 Effective January 10, 2026, base wage rates will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

K.1.4 Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

K.2 Effective upon signature of the Agreement, the footwear and gear reimbursement will be per contract year as provided below and will be administered in accordance with Section 14.11. Gear does not include articles of clothing already being issued.

K.3 The City shall reimburse Boilermakers for the loss of required hand tools due to fire, any other natural disaster, or theft from the City's premises, less twenty-five dollars ($25.00) on each loss. Claims shall be honored only for tools which have been listed on an appropriate inventory form and filed with the City. Employees shall notify management whenever they remove their tools from the City's premises.

K.4 When the City needs additional temporary employees, it reserves the right to hire from its own recruiting sources. Generally, however, this practice shall include a call to the Union. When the City hires employees from its own recruiting sources, the City shall notify the Union, via mail or fax, as to the name, address, social security number, date of hire, classification, department employed within, and rate of pay of such employee. The notification shall be mailed within ten (10) business days from the time such person was hired. (Above notification applicable only for service fee/dues obligation.)

K.5 An apprenticeship program may be established by mutual consent of the parties with apprenticeship wages beginning at eighty percent (80%) of entry rate of pay of the journey-level title.

K.6 The City will supply one pair of coveralls per contract period (life of agreement) to each employee covered by this appendix, however, will not maintain, clean, repair or replace said coveralls.

K.7 Crew Chiefs may perform the work normally performed by the crews they supervise. Crew Chiefs will not replace regular or temporary employees.

K.8 The City shall provide appropriate training on equipment before an employee can operate the piece of equipment.

K.9 The City shall pay the cost of renewal, of an employee's yearly WABO Welding Certification, if an employee performs any work for the City that requires a WABO Certification.

K.10 During the term of this Agreement, the City and the Seattle Department of Transportation agree to meet upon request of the Union to discuss the Bridge Maintenance Mechanics class series including topics such as additional classifications, career advancement, required licensure and certifications, and program requirements.

APPENDIX L

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, Washington, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Union of Operating Engineers, Local 302, hereinafter referred to as the Union, for that period from January 1, 2023 through December 31, 2026. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

L.1 Effective January 4, 2023, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

	HOURLY RATES OF PAY				
	Step 1	Step 2	Step 3	Step 4	Step 5
Bldg Operating Engr	40.34	41.86	43.55		
Bldg Operating Engr Trne	31.55	32.68	34.04	35.32	36.68
Bldg Operating Engr,Sr	43.93	45.70			
HVAC Tech	54.88	57.09	59.34		
HVAC Tech/SC-BU	55.31	57.56	59.85		

L1.1 Effective January 3, 2024, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

	HOURLY RATES OF PAY				
	Step 1	Step 2	Step 3	Step 4	Step 5
Bldg Operating Engr	42.16	43.75	45.51		
Bldg Operating Engr Trne	32.97	34.15	35.57	36.91	38.33
Bldg Operating Engr,Sr	45.91	47.75			
HVAC Tech	57.34	59.66	62.01		
HVAC Tech/SC-BU	57.80	60.15	62.54		

L.1.2 Effective January 4, 2025, base wage rates will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%).

L.1.3 Effective January 10, 2026, base wage rates will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

L.1.4 Effective April 8, 2015, employees at Seattle Center in the Heating, Ventilation, and Air Conditioning Technician (HVAC Tech) classification and in Building Operating Engineer classifications except Trainee, who are required to obtain a Grade II or above Steam Engineer's license shall receive a premium pay of fifteen percent (15%) of their regular hourly wage in addition to their respective regular hourly wage while required to be so licensed. Employees not required or no longer required to be licensed shall not be eligible for the premium pay.

L.2 One Utility Engineer position in each respective department that has Building Operating Engineer(s) may be optionally used to perform sub-journey level duties at a wage rate negotiated with the Union below the journey-level Building Operating Engineer wage rate. The class spec defining the body of work will be developed by the City and discussed with the Union before the hiring of Utility Engineer(s).

L.3 In accordance with the Union's concurrence on March 12, 1987, with the conditions under which the City recognized the Union as exclusive collective bargaining representative for the classification title of Building Operating Engineer Trainee, assignment of the appropriate Hourly Rates of Pay (Pay Steps) for employees classified as Building Operating Engineer Trainee shall be dependent upon the Trainee having made sufficient progress in the training. The determination for advancement of the Trainee to each successive step of the five-step pay range shall be made by management in the employee's department.

L.4 The Crew Chief whose position is not represented, or part of the bargaining unit may do bargaining unit work performed by the crews that they supervise. As such, the Crew Chief may use tools of the trade when reasonable and/or necessary as determined by the job assignment. The Crew Chief will be responsible for assigning any crew work that the Crew Chief might perform. The Crew Chief will not replace an employee or a working lead person by working overtime except when the occurrence is unscheduled. The Crew Chief will perform such bargaining unit work no more than twenty-five percent (25%) of the time per month.

L.5 Instead of the Union pursuing any wage equity adjustments before the Wage Equity Panel under the Coordinated (Coalition) settlement, the Union has agreed that beginning January 6, 1999, the City will reimburse bargaining unit employees (including temporary employees effective upon the signature date of the 2002-2004 agreement if they have worked as long-term temporary employees at least 1,044 consecutive hours) annually for licenses renewals required by the City, in accordance with state or local statutes. Such licenses may include: City of Seattle Boiler License,

City of Seattle Refrigeration Operator's License, City of Seattle Refrigeration Mechanics License, City of Seattle Backflow Prevention License, CFC Certification (one-time cost), other relevant licenses (i.e., Emergency Power Supply Certificate, De-smoking Certification).

L.6 Effective January 1, 2023, the footwear reimbursement shall be provided in accordance with an administrated as described in Section 14.11 for employees covered by this Agreement.

L.7 When an employee works on the interior of boilers (firesiding) for purposes of repair or cleaning, said employee shall be compensated at two (2) times their regular straight-time hourly rate of pay for each hour so worked. Said compensation at the discretion of the City may be paid in the form of pay or compensatory time. For example, an employee who has worked four (4) consecutive hours under such conditions could receive the equivalent of eight (8) hours' straight-time pay and be directed to take the last four (4) hours of that shift off, or the employee could be required to work the remaining four (4) hours of their shift at either the straight-time (1x) rate of pay at non-firesiding duties, or the double time (2x) rate for continued "firesiding" work, and thus receive the equivalent of either twelve (12) hours' or sixteen (16) hours' straight-time pay, respectively, depending upon the circumstances, for that eight (8) hour work period.

L.8 When HVAC Technicians are employed at the Seattle Center they shall, among other licenses required, be required to obtain and/or maintain a Grade II Boiler License (such as BOE Grade II employees maintained).

L.9 For the term of this Agreement, the City agrees to participate in and contribute to the Local 302 Training Trust as a pilot, subject to review and reconsideration in future replacement contracts.

APPENDIX M

Janus Memorandum of Understanding (MOU)

The following MOU attached hereto as Appendix M and signed by the City of Seattle and the Coalition of City Unions ("Parties"), is adopted and incorporated as an Appendix to this Agreement to address certain matters with respect to membership and payroll deductions after the U.S. Supreme Court's decision in Janus v. AFSCME. The Agreement is specific and limited to the content contained within it. Nothing in the MOU is intended, nor do the Parties intend, for the MOU to change the ability to file a grievance on any matter of dispute which may arise over the interpretation or application of the collective bargaining agreement itself. Specifically, nothing in the MOU is it intended to prevent the filing of a grievance to enforce any provision of the Union Engagement and Payroll Deductions Article 3. Any limitations on filing a grievance that are set forth in the MOU are limited to actions that may be taken with respect to the enforcement of the MOU itself, and limited specifically to Section B of the MOU.

MEMORANDUM OF UNDERSTANDING
By and Between THE CITY OF SEATTLE
and
COALITION OF CITY UNIONS
(Amending certain collective bargaining agreements)

Certain Unions representing employees at the City of Seattle have formed a coalition (herein referred to as "Coalition of City Unions") to collectively negotiate the impacts of the Janus v. AFSCME Supreme Court decision and other conditions of employment with the City of Seattle (herein referred to as "City;" together the City and this Coalition of City Unions shall be referred to as "the Parties"); and,

This Coalition of City Unions for the purpose of this Memorandum of Understanding (MOU) shall include the following individual Unions, provided that the named Unions are also signatory to this MOU: the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 104; the International Union of Painters and Allied Trades District Council #5; the Inland Boatmen's Union of the Pacific; Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 117; the International Brotherhood of Electrical Workers, Local 46; the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32; the International Brotherhood of Teamsters, Local 763; the International Union of Operating Engineers, Local 286; the UNITE Hotel Employees & Restaurant Employees, Local 8; the Public Service & Industrial Employees, Local 1239; the Washington State Council of County and City Employees, Local 21; the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, Local 15; the Sheet Metal Workers International Association, Local 66; the Seattle Municipal Court Marshals' Guild; the Pacific Northwest Regional Council of Carpenters; the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289; the Seattle Parking Enforcement Officers Guild; the Seattle Police Dispatchers' Guild; the Seattle Police

Management Association; and the Seattle Police Officers' Guild.

Background

In June of 2018, the United States Supreme Court issued the Janus v. AFSCME decision. In response to this change in circumstances, this Coalition of City Unions issued demands to bargain regarding the impacts and effects of the Janus v. AFSCME Supreme Court decision.

Included in the Parties collective bargaining agreements is a subordination of agreement clause that in summary states, "It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, City Charter, and state law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal law, City Charter, or state law are paramount and shall prevail."

The parties have agreed to engage in negotiations over the impacts and effects of this change in circumstances to reflect compliance with the Janus v. AFSCME Supreme Court decision.

Agreements

Section A. Amended Union Dues and Membership Language

The Parties agree to amend and modify each of the Parties' collective bargaining agreements as follows:

Article X - Union Engagement and Payroll Deductions

The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The performance of this function is recognized as a service to the Union by the City and The City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only. The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from Union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit. The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective

bargaining agreement. At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of their bargaining unit attending the Orientation.

The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

New Employee and Change in Employee Status Notification: The City shall supply the Union with the following information on a monthly basis for new employee's: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.

Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of their dues authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the union that the terms of the employee's authorization regarding dues deduction revocation have been met. The City will refer all employee inquiries or communications regarding union dues to the appropriate Union.

Section B. Agreement on Impacts of the Janus v. AFSCME Supreme Court decision.

The Parties further agree:

1. Member Training: During each year of this agreement a Union's principal officer may request that Union members be provided with at least eight (8) hours or one (1) day, whichever is greater, of paid release time to participate in member training programs sponsored by the Union. The Parties further agree that the release of employees shall be three (3) employee representatives per each Union in an individual Department; or two percent (2%) of a single Union's membership per each department, to be calculated as a maximum of two percent (2%) of an individual Union's membership in that single department (not citywide), whichever is greater. The approval of such release time shall not be unreasonably denied for arbitrary and/or capricious reasons. When granting such requests, the City will take into consideration the operational needs of each Department. At its sole discretion, the City may approve paid release time for additional employee representatives from each Department on a case-by-case basis.

2. The Unions shall submit to the Office of Labor Relations and the Department as far in advance as possible, but at least fourteen (14) calendar days in advance, the names of those members who will be attending each training course. Time off for those purposes shall be approved in advance by the employee's supervisor.
3. New Employees: The City shall work with the Seattle Department of Technology to develop an automated system to provide the Union with the following information within

ten (10) working days after a new employee's first day of work: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate, FTE status. Until the process has been automated the departments may provide the Union notice at the same time the department notifies SDHR benefits, by sending an email to the Union providing the notice of hire. Upon automation departments may elect to not provide notice to the Unions and official notice will only be given by SDHR. The Parties agree to continue to work with departments to provide notice of new hires to the Union no later than 10 working days from the employee first day of work.

4. This agreement is specific and limited to the referenced demand to bargains and the associated negotiations related to the impacts regarding the Janus v. AFSCME decision and sets no precedent or practice by the City and cannot be used or introduced in any forum or proceeding as evidence of a precedent or a practice.

5. Issues arising over the interpretation, application, or enforceability of the provisions of this agreement shall be addressed during the Coalition labor management meetings and shall not be subject to the grievance procedure set forth in the Parties' collective bargaining agreements.

6. The provisions contained in "Section B" of this MOU will be reviewed when the current collective bargaining agreements expire. The Parties reserve their rights to make proposals during successor bargaining for a new agreement related to the items outlined in this MOA.

7. This Parties signatory to this MOU concur that the City has fulfilled its bargaining obligations regarding the demand to bargains filed as a result of the Janus v. AFSCME Supreme Court decision.

FOR THE CITY OF SEATTLE:

Jenny A. Durkan,
Mayor

~~Susan McNab,~~ Bobby Humes
Interim Seattle Human Resources Director

Laura A. Southard,
Deputy Director/Interim Labor Relations Director

SIGNATORY UNIONS:

Elizabeth Rockett, Field Representative
IU Painters and Allied Trades,
District Council #5

Natalie Kelly, Business Representative
HERE, Local 8

Andrea Friedland, Business Representative
IATSE, Local 15

Amy Bowles, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support

Ray Sugarman, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support

Shaun Van Eyk, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors

Mark Watson, Union Representative
WSCCCE, Council 2, Local 21, 21C, 21Z, 2083
& Local 21-PA Assistant

Steven Pray, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors

Kurt Swanson, Business Representative
UA Plumbers and Pipefitters Local 32

Janet Lewis, Business Representative
IBEW, Local 46

Kal Rohde, Business Representative
Sheet Metal Workers, Local 66

Brian Self, Business Representative
Boilermakers Union, Local 104

John Scearcy, Secretary-Treasurer
Teamsters, Local 117; JCC and Community
Service Officers & Evidence Warehousers

Mike Bolling, Business Representative
IU Operating Engineers, Local 286

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289
& 79

Scott A. Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC

Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security Officers (JCC); Local 1239 Recreation Unit

Peter Hart, Regional Director
Inland Boatmen's Union of the Pacific

Dave Quinn, Business Representative
Pacific Northwest Regional Council of Carpenters

Scott Fuquay, President
Seattle Municipal Court Marshals' Guild
IUPA, Local 600

Michael Cunningham, President
Seattle Police Dispatchers' Guild

Nanette Toyoshima, President
SPEOG, Seattle Parking Enforcement Officers' Guild

Scott Bachler, President
Seattle Police Management Association

Kevin Stuckey, President
Seattle Police Officers' Guild

Brandon Hemming, Business Representative
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GREG HEFFNER

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Scott Bachler, President
Seattle Police Management Association

Kevin Stuckey, President
Seattle Police Officers' Guild

AGREEMENT

by and between

THE CITY OF SEATTLE

and

PROTEC17

UNITS:

PROFESSIONAL, TECHNICAL, SENIOR BUSINESS, SENIOR PROFESSIONAL

And ADMINISTRATIVE SUPPORT

Effective January 1, 2023, through December 31, 2026

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AGREEMENT

by and between

THE CITY OF SEATTLE

and

PROTEC17

PREAMBLE

This Agreement is between the CITY OF SEATTLE (hereinafter called the City) and PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL #17, (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties regarding wages, hours, and other conditions of employment of those employees in classifications for whom the City has recognized the Union as the exclusive collective bargaining representative.

For employees covered by this Agreement who work at Seattle Municipal Court, aspects of their employment at Seattle Municipal Court that are related to wages and wage-related benefits are within the legal authority of the Executive. Aspects of employment at Seattle Municipal Court that are not related to wages and wage-related benefits are within the legal authority of Seattle Municipal Court.

ARTICLE 1 - NON-DISCRIMINATION

1.1 The City and the Union agree that they will not discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, gender identity, veteran status, political ideology, creed, religion, ancestry, or national origin; or Union activities; or the presence of any sensory, mental or physical disability, unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the City.

1.2 Whenever words denoting the feminine or masculine gender are used in this Agreement, they are intended to apply equally to either gender.

1.3 The City and the Union are jointly committed to ensuring equal opportunity and building a workforce that reflects the whole community and creates a diverse workforce. The City and the Union are committed to diversity training. To the fullest extent practicable, the City and the Union are committed to promoting policies, programs, and procedures necessary to investigate claims and resolve illegal discriminatory practices. We are committed to ensuring that our actions individually and collectively support the spirit of this agreement. To that end, the City and the Union agree that the City will make a good faith effort to recruit a diverse applicant pool.

1.4 The City shall make a reasonable effort to accommodate employees with disabling conditions, whether incurred on- or off the job.

ARTICLE 2 - RECOGNITION, BARGAINING UNITS, AND

.

2.1 The City hereby recognizes the Union as the exclusive collective bargaining representative of employees whose job classifications are listed in the attached Appendices. This shall include all such employees not otherwise excluded in the following Sections of this Article.

2.2 Where those duties covered by this Agreement are assigned to a different or new classification in the classified service, the Union will continue to be recognized as exclusive bargaining representative for those duties. The City will notify the Union of any new job classifications and provide the Union with the classification specification, including job duties and minimum qualifications. Any disagreement between the parties over the application of this Section shall be processed and settled pursuant to RCW 41.56, WAC 391-35.

2.3 A. "*Position*" as used in this Agreement shall be defined as any group of duties and responsibilities in the service of the City, which one person is required to perform as their employment. "*Budgeted position*" shall be defined as a specific position in the City's current annual budget normally filled through a regular appointment within the Civil Service.

B. The term "*employee*" shall be defined to include probationary employees, regular employees, full-time employees, part-time employees and temporary employees not otherwise excluded or limited in the following Sections of this Article.

C. The term "*probationary employee*" shall be defined as an employee who is within their first twelve (12) month trial period of employment following their initial regular appointment within the Civil Service.

D. The term "*regular employee*" shall be defined as an employee who has successfully completed a twelve (12) month probationary period and who has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.

E. The term "*full-time employee*" shall be defined as an employee who has been regularly appointed and who has a usual work schedule of forty (40) hours per week.

F. The term "*part-time employee*" shall be defined as an employee who has been regularly appointed and who has a usual work schedule averaging at least twenty (20) hours but fewer than forty (40) hours per week.

G. The terms "*temporary employee"* and "*temporary worker"* shall be defined to include both temporary and less than half-time employees and means a person who is employed in:

1. An interim assignment(s) of up to one (1) year to a vacant regular position to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent; or

2. An interim assignment for short-term replacement of a regular employee of up to one (1) year when the incumbent is temporarily absent; or

3. A short-term assignment of up to one (1) year, which may be extended beyond one (1) year only while the assignment is in the process of being converted to a regular position, to perform work that is not ongoing regular work and for which there is no regularly budgeted position; or

4. A less than half-time assignment for seasonal, on-call, intermittent or regularly scheduled work that normally does not exceed one thousand forty (1,040) hours in a year, but may be extended up to one thousand three hundred (1,300) hours once every three (3) years and may also be extended while the assignment is in the process of being converted to a regular position; or

5. A term-limited assignment for a period of more than one (1) year but fewer than three (3) years for time-limited work related to:

    A. A specific project, grant or other non-routine substantial body of work, or for the replacement of a regularly appointed employee when that employee is absent on long-term disability time loss, medical or military leave of absence.
    B. Replacement of a regularly appointed employee who is assigned to special term-limited project work.
    C. Replacement of a regularly appointed employee who has been released for union leave pursuant to Article 22.26.

H. Temporary workers in the following types of assignments shall cease receiving premium pay at the time indicated and begin receiving wage progression and benefits as provided in SMC 4.20.055 D:

1. Interim and short-term assignments after one thousand forty (1,040) regular straight time hours for the remainder of the assignment unless the Seattle Human Resources Director determines that the assignment will terminate so imminently that the benefits package would be of minimal value to the worker.

2. Term-limited assignments starting with the first day and for the duration of the assignment; or,

3. Any assignments that the appointing authority has proposed be converted to regular position authority regardless of the number of hours worked.

2.4 The City may establish on-the-job training program(s) in a different classification and/or within another bargaining unit for the purpose of providing individuals an opportunity to compete and potentially move laterally and/or upward into new career fields. Prior to implementation of such a program(s) relative to bargaining unit employees, the City shall discuss the program(s) with the appropriate Union or Unions and the issue of bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of either party.

2.5 A. The City and the Union agree that training and employee career development can be beneficial to both the City and the affected employee. Training, career development, and educational needs may be identified by the City, by employees, and by the Union. The City shall provide legally-required and City-mandated training. Other available training resources shall be allocated in the following order: business needs and career development. The parties recognize that employees are integral partners in managing their career development.

B. Labor-Management Committees per Article 24 will:

1. Review and problem-solve training needs for employees;

2. Determine how employees will be notified in a timely manner about training opportunities; and

3. Discuss how employees will have equal access to appropriate and relevant training.

2.6 A. As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or service to the City by various segments of its citizenry. Such programs may result in

individuals performing work for the City that is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth training and/or employment programs, adult training and/or employment programs, vocational rehabilitation programs, work study and student intern programs, court-ordered community service programs, volunteer programs and other programs with similar purposes. Some examples of such programs already in effect include Summer Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work Study, Adopt-a-Park, Seattle Conservation Corps, and court-ordered Community Service. Individuals working for the City pursuant to such programs shall be exempt from all provisions of this Agreement.

B. The City shall have the right to implement new public employment programs or expand its current programs beyond what exists as of the signature date of this Agreement, but where such implementation or expansion involves bargaining unit work and results in a significant departure from existing practice, the City shall give thirty (30) days' advance written notice to the Union of such and upon receipt of a written request from the Union thereafter, the City shall engage in discussions with the Union on concerns raised by the Union. Notwithstanding any provision to the contrary, the expanded use of individuals under such a public employment program that involves the performance of bargaining unit work within a given City department, beyond what has traditionally existed shall not be the cause of 1) a layoff of regular employees covered by this Agreement, or 2) the abrogation of a regular budgeted full-time position covered by this Agreement that recently had been occupied by a regular full-time employee that performed the specific bargaining unit work now being or about to be performed by an individual under one of the City's public employment programs.

2.7 TEMPORARY EMPLOYEES

A. Temporary employees shall be exempt from all provisions of this Agreement except this Section, 2.7; Sections 1.1 and 1.2; Article 5; Section 14.6 for those temporary employees who are receiving benefits rather than premium pay; Section 14.21 for temporary employees as defined under Sections 2.3.G.1-G.3 and 2.3.G.5; Section 19.4; Section 19.25; Section 19.26; and Article 6, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure for purposes of adjudicating grievances relating to Sections identified within this Section. Where the provisions in Personnel Rule 11 do not conflict with the expressed provisions of this Agreement, the Personnel Rule 11 shall apply and be subject to the grievance procedure as provided for in Article 6.

B. Temporary employees who are not in benefits-eligible assignments shall be paid for all hours worked at the first pay step of the hourly rates of pay set forth within the appropriate Appendices covering the classification of work in which they are employed. Temporary employees who are in a benefits-eligible assignment shall receive step increases consistent with Article 9.10.B, 9.10.D and 9.10.E.

C. Premiums Applicable to Temporary Employees Who Are Not in Benefits-Eligible Assignments - Each temporary employee shall receive premium pay as hereinafter set forth based upon the corresponding number of cumulative non-overtime hours worked by the temporary employee unless the employee is in a benefits-eligible assignment:

0001st hour through 0520th hour.....	5% premium pay
0521st hour through 1,040th hour.....	10% premium pay
1,041st hour through 2,080th hour.....	15% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty percent [20%] premium pay.)
2,081st hour + ...	20% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty-five percent [25%] premium pay.)

The appropriate percentage premium payment shall be applied to all gross earnings.

D. Once a temporary employee reaches a given premium level, the premium shall not be reduced for that temporary employee as long as the employee continues to work for the City without a voluntary break in service as set forth within Section 2.7K. Non-overtime hours already worked by an existing temporary employee shall apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the City may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.

E. The premium pay in Section 2.7C does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage shall be added on to the premium pay percentages for the temporary employee to whom it applies.

F. Medical, Dental and Vision Coverage to Temporary Employees Who Are Not in Benefits-Eligible Positions - Once a temporary employee has worked at least one thousand forty (1,040) cumulative non-overtime hours, and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, the employee may within ninety (90) calendar days thereafter, elect to participate in the City's medical, dental and vision insurance programs by agreeing to pay the required monthly premium. To participate the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or the City, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. After meeting the requirements, as stated in this Section, a temporary employee shall also be allowed to elect this option during any subsequent open enrollment period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion shall be dropped from City medical, dental and vision coverage and shall not be able to participate again while employed by the City as a temporary, unless the employee is converted from receiving premium pay to receiving benefits. If a temporary employee's hours of work are insufficient for their pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

G. Holiday Work for Non-Benefits-Eligible Temporary Employees - A temporary employee who works on any of the specific calendar days designated by the City as paid holidays shall be paid at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for hours worked during their scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1-1/2) times the employee's regular straight-time rate of pay shall apply to those temporary employees who work on the weekend day specified as the holiday.

H. Benefits-Eligible Temporary Employee Holiday Pay – A temporary employee shall be compensated at their straight-time rate of pay for all officially recognized City holidays that occur subsequent to the employee becoming eligible for fringe benefits, for as long as the employee remains in such eligible assignment.

1. To qualify for holiday pay, the employee must be on active pay status the normally scheduled workday before or after the holiday as provided by Section 13.5.

2. Officially recognized City holidays that fall on Saturday shall be observed on the preceding Friday. Officially recognized City holidays that fall on Sunday shall be observed on the following Monday. If the City's observance of a holiday falls on a temporary employee's normal day off, they shall be eligible for another day off, with pay, during the same workweek.

3. Temporary employees who work less than eighty (80) hours per pay period shall have their holiday pay pro-rated based on the number of straight-time hours compensated during the preceding pay period.

4. A temporary employee shall receive two (2) personal holidays immediately upon becoming eligible for fringe benefits, provided the employee has not already received personal holidays in another assignment within the same calendar year.

5. Personal holidays cannot be carried over from calendar year to calendar year, nor can they be cashed out.

6. A temporary employee must use any personal holidays before their current eligibility for fringe benefits terminates. If an employee requests and is denied the opportunity to use their personal holidays during the eligibility assignment, the employing unit must permit the employee to use and be compensated for the holidays immediately following the last day worked in the assignment, prior to termination of the assignment.

I. Non-Benefits-Eligible Temporary Employee Unpaid Leave - A temporary employee who is scheduled to work regularly or on and off throughout the year and who has worked two thousand eighty (2,080) cumulative non-overtime hours without a voluntary break in service and who has also worked eight hundred (800) non-overtime hours or more in the previous twelve (12) months, and who is not benefits-eligible may request an unpaid leave of absence not to exceed the amount of vacation time they would have earned in the previous year if they had not received vacation premium pay in lieu of annual paid vacation. Where such requests are made, the timing and scheduling of such unpaid leaves must be agreeable to the employing department. The leave shall be handled in a manner similar to the scheduling of vacation for permanent employees. This provision shall not be applicable in cases where a temporary employee accrues vacation time rather than premium pay as set forth within Section 2.7K.

J. Premium pay set forth within Section 2.7C shall be in lieu of the base level of vacation and all other fringe benefits, such as sick leave, holiday pay, bereavement/funeral leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 2.7E, F and G.

K. The City may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide all fringe benefits covered by the premium pay set forth within Section 2.7C to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 2.7C shall no longer be applicable to that particular group of temporary employees. The City, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide paid vacation and/or sick leave benefits to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees without providing other fringe benefits and in such event the premium pay in Section 2.7C shall be reduced by a percentage amount equivalent to the value of vacation. The applicable amount for base-level vacation shall be recognized as four point eight one percent (4.81%), which could be higher dependent upon accrual rate increases. The applicable amount for base-level sick leave shall be four point six percent (4.6%). The City shall not use this option to change to and from premiums and benefits on an occasional basis. The City may also continue to provide benefits in lieu of all or part of the premiums in Section 2.7C where it has already been doing so and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

L. A temporary employee who is assigned to a benefits eligible assignment will receive fringe benefits in-lieu-of premium pay until the assignment is converted or terminated.

M. The premium pay provisions set forth within Section 2.7C shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one (1) year (twelve [12] months or twenty-six [26] pay periods) it shall be presumed that the employee's break in service was voluntary.

N. The City may hire temporary employees subject to the terms set forth in Subsections (1), (2) and (3) below; provided however, the City shall not use temporary employees to supplant budgeted positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 2.7C, or solely to avoid considering creation of budgeted positions.

1. Upon request from the Union, the department will send the Union notice of any temporary employees working in a position for more than three (3) months but fewer than six (6) months.

2. In the event that an interim assignment of a temporary employee to a vacant regular position accrues more than one thousand five hundred (1,500) hours or accumulates hours in eighteen (18) or more consecutive pay periods, the City shall notify the union that a labor-management meeting shall take place within two (2) weeks for the purpose of discussing the status of filling the vacant position prior to one (1) year.

3. Temporary employees may be worked in a position for more than six (6) months only if the Union and the department mutually agree, in advance, in writing.

O. A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a regular position in a Step Progression Pay Program without a break in service greater than thirty (30) days shall have their temporary service credited for purposes of salary step placement, provided the service was in a job title corresponding to the same or higher classification in the same series as the regular appointment and toward eligibility for medical and dental benefits under Article 15, where appropriate. In addition, a temporary employee who is in a term-limited assignment shall receive service credit for layoff purposes if the employee is immediately hired (within thirty [30] business days without a break in service) into the same job title and position after the term is completed.

P. Temporary employees may be assigned to supervise or lead a regularly appointed employee (after out-of-class opportunities were offered to regular employees), and they may participate with the next higher level of supervision in conducting performance evaluations.

Q. Temporary employees covered by this Agreement are eligible to apply for all positions advertised internally.

R. A temporary employee who has worked one thousand forty (1,040) straight-time hours and is receiving benefits from the City may by mutual agreement be allowed to accrue compensatory time if the work unit in which the temporary employee is assigned has a practice/policy of accruing compensatory time. Scheduling compensatory time shall be by mutual agreement with the supervisor. If the temporary employee does not use their accrued compensatory time prior to the termination of the benefits- eligible assignment, the compensatory time will be cashed out upon termination of the assignment.

S. A temporary employee who receives fringe benefits in-lieu-of premium pay may be eligible for the sick leave transfer program.

T. On an annual basis, the City will provide the Union with a copy of the Temporary Employee Utilization Report.

NOTE: It is understood that the temporary employees hired will be included in the sixty percent (60%) requirement mentioned in Section 10.8.

U. Cumulative sick leave with pay computed at the rate of point zero three three (0.033) 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 pursuant to Seattle Municipal Code subsection 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.

ARTICLE 3 - RIGHTS OF MANAGEMENT

3.1 The right to hire, promote, discharge for just cause, improve efficiency, and determine work schedules and the location of department headquarters are examples of management prerogatives. However, it is understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement.

3.2 Contracting Out

The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for bargaining unit work on a short-term, temporary basis under the following guidelines: 1) required expertise is not available within the City work force, or 2) the occurrence of peak loads above the work force capability. Determination as to (1) or (2) above shall be made by the department head involved; provided, however, prior to approval by the department head involved to contract out work under this provision, the Union will be notified thirty (0) days prior to the start of any new contract or as soon as the department is aware of the need to contract. This notification shall include:

1. A detailed justification for the proposed contracting;
2. A labor force analysis demonstrating why the current workforce cannot complete the work;
3. The location where the work will be performed;
4. A description of the work to be contracted;
5. The estimated duration and amount of the contract;
6. The intended start date; and
7. The date the work must be completed, if applicable.

The City will, during its budget process, review the use of contractors in the terms of nature of work, the duration, and the number of hours of contractor work being performed in conjunction with affected Union(s). Based on the review, if the City and Union(s) determine(s) there is an ongoing need, the parties will, in good faith, collaboratively determine whether the circumstances warrant the proposal of additional regular positions.

3.3 The Union may grieve contracting out for work as described in Section 3.2 of this Article, if such contract involves work normally performed by employees covered by this Agreement.

3.4 Delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and as such, maximized productivity is recognized to be an obligation of the parties to this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes, and means of providing municipal services; the right to increase or diminish operations, in whole or in part; the right to increase, diminish, or change municipal equipment, including the introduction of any and all new, improved, or automated methods or equipment; the assignment of employees to specific jobs within the bargaining unit; the right to temporarily assign employees to a specific job or position outside the bargaining unit; and the right to determine appropriate work out-of-class assignments.

3.5 The Union recognizes the City's right to establish and/or revise its performance evaluation system(s). Such systems may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or groups of employees.

In establishing new and/or revising existing performance evaluation system(s) the City shall, prior to implementation, place said changes on an agenda of a Labor-Management meeting for discussion.

ARTICLE 4 - EMPLOYEE RIGHTS

4.1 The off-duty activities of employees shall not be cause for disciplinary action unless said activities are a conflict of interest or are detrimental to the employee's work performance or the program or image of the agency.

4.2 The employees covered by this Agreement may examine their personnel files in the departmental Personnel Office in the presence of the Personnel Officer or a designated supervisor. In matters of dispute regarding this Section, no other personnel files will be recognized by the City or the Union except that supportive documents from other files may be used. Materials to be placed into an employee's personnel file relating to job performance or personal conduct or any other material that may have an adverse effect on the employee's employment shall be reasonable and accurate and brought to their attention with copies provided to the employee upon request. Employees who challenge material included in their personnel files are permitted to insert material relating to the challenge.

4.2.1 Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250 and RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employee access to such files. In the event the City initiates or causes to initiate an investigation that could lead to discipline, the City will notify any employee covered by this CBA if their personnel file will be reviewed and considered. In the event the City fails to provide said notification and the investigation results in any disciplinary action, the City will specifically identify the record or records within the employee's file that were considered in reaching its determination. The City's failure to provide proper notice will not be subject to the grievance procedure under this CBA.

4.3 The City agrees that when an employee covered by this Agreement attends a meeting for purposes of discussing an incident that may lead to suspension, demotion or termination of that employee because of that particular incident, the employee shall be advised of their right to be accompanied by a representative of the Union. If the employee desires Union representation in said matter, they shall so notify the City at that time and shall be provided reasonable time to arrange for Union representation.

4.4 Any performance standards used to measure the performance of employees shall be reasonable.

4.5 The employee who appears to have a substance abuse, behavioral, or other problem that is affecting job performance or interfering with the ability to do the job, shall be encouraged to seek information, counseling, or assistance through private sources that they may be aware of or sources available through the City's Employee Assistance Program. Employees are encouraged to make use of such sources on a self-referral basis and supervisors will assist in maintaining confidentiality. No employee's job security will be placed in jeopardy as a result of seeking and following through with corrective treatment, counseling or advice.

It is the employee's responsibility to correct unsatisfactory job performance or behavioral problems interfering with the ability to perform the job, and failure to do so will result in disciplinary action commensurate with the lack of satisfactory performance or degree of infraction. The employee's department head may hold such disciplinary action in abeyance if the employee agrees:

A. To meet with or advise the Employee Assistance Program Coordinator of the employee's preferred course of treatment; and

B. To follow through on a course of action, treatment or counseling recommended and/or accepted by the Employee Assistance Program Coordinator; and

C. To have such follow-through verified by the Employee Assistance Program Coordinator to the employee's department head or designee.

If the employee fails to follow through as recommended and does not correct their job performance or behavioral problems that interfere with the ability to perform the job, the discipline will be imposed as recommended.

4.6 During the term of the Agreement, the City agrees to meet with the Union to discuss updating, modifying or enhancing Employee Assistance Programs.

ARTICLE 5 - UNION MEMBERSHIP AND DUES

5.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved.

5.2 The performance of this function is recognized as a service to the Union by the City and the City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only.

5.3 The Union agrees to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that arise against the City for deducting dues from Union members pursuant to this Article, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

5.4 The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit.

5.5 The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

5.6 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement.

5.7 At least five (5) business days before the date of the NEO, the City shall provide the Union with a list of names of the bargaining unit members attending the Orientation.

5.8 New Employee and Change in Employee Status Notification – The City will notify the Union with New Hire information as soon as possible. The City will supply the Union with the following information on a monthly basis for new employees:

a) Name
b) Home address
c) Personal phone

d) Personal email (if a member offers)
e) Job classification and title
f) Department and division
g) Work location
h) Date of hire
i) Hourly or salary (FLSA) status
j) Compensation rate

Upon transition to a new Personnel Management System (Workday) the City agrees to notify the appropriate Union with New Hire information no later than one work week after the employee's first day of work. In the event that transition is delayed or the system is unable to send weekly notification, the parties agree to meet to discuss an alternative notification process no later than May 1, 2024.

5.8.1 The City will also notify the Union on a monthly basis regarding employee status changes for employees who have transferred into a bargaining unit position and any employees who are no longer in the bargaining unit.

5.9 Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of the Union dues authorization rules.

5.10 The Union shall transmit to the City, in writing, by the cutoff date for each payroll period, the name(s) of the Employee(s), as well as [Employee ID Number], who have, since the previous payroll cutoff date, provided the Union with a written authorization for payroll deductions, or have changed their prior written authorization for payroll deductions.

5.11 Every effort will be made by the City to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the Union that the terms of the employee's authorization regarding dues deduction revocation have been met.

5.12 The City will refer all employee inquiries or communications regarding union dues to the Union. The City may answer any employee inquiry about process or timing of payroll deductions.

See also: Appendix F

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 Any dispute between the City and the Union or between the City and any employee covered by this Agreement concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a grievance. The following outline of procedure is written as for a grievance of the Union against the City, but it is understood the steps are similar for a grievance of the City against the Union.

6.1.1 Reclassification grievances shall be processed per Section 6.9.

6.2 Every effort will be made to settle grievances at the lowest possible level of supervision with the understanding grievances will be filed at the step in which there is authority to adjudicate, provided the immediate supervisor is notified. Employees will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking adjudication of their grievance.

6.3 Grievances processed through Step 3 of the grievance procedure shall be heard during normal City working hours unless stipulated otherwise by the parties. Employees involved in such grievance meetings during their normal City working hours shall be allowed to do so without suffering a loss in pay. No more than one (1) shop steward, other than the grievant, shall attend the grievance meeting, except through prior approval of the City official convening the meeting.

6.4 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

Failure by an employee and/or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the City to comply with any time limitation of the procedure in this Article shall allow the Union and/or the employee to proceed to the next step without waiting for the City to reply at the previous step, except that employees may not process a grievance beyond Step 3.

6.5 A grievance in the interest of a majority of the employees in a bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the grievance procedure and be processed within the time limits set forth herein.

As a means of facilitating settlement of a grievance, either party may by mutual consent include an additional member on its committee.

6.6 A grievance shall be processed in accordance with the following procedure:

Step 1 - A grievance shall be submitted in writing by the aggrieved employee or the employee and/or Shop Steward within twenty (20) business days of the alleged contract violation to the employee's immediate supervisor. The grievance shall include a description of the incident and the date it occurred. The immediate supervisor should consult and/or arrange a meeting with their supervisor(s) if necessary, to resolve the grievance. The parties agree to make every effort to settle the grievance at this stage promptly. If requested by a shop steward or union representative, the Parties will convene a meeting. The immediate supervisor(s) shall answer the grievance in writing within ten (10) business days after being notified of the grievance.

Step 2 - If the grievance is not resolved as provided in Step 1 above, or if the grievance is initially submitted at Step 2 per Section 6.2, it shall be reduced to written form, citing the Section(s) of the Agreement allegedly violated, the nature of the alleged violation and the remedy sought. The Executive Director or their designee and/or aggrieved employee shall then forward the written grievance to the division head with a copy to the City Director of Labor Relations within ten (10) business days after the Step 1 answer.

With Mediation

At the time the aggrieved employee and/or the Union submits the grievance to the division head, the Executive Director or their designee or the aggrieved employee or the division head may submit a written request for voluntary mediation assistance, with a copy to the Office of the Employee Ombud (OEO) Coordinator, the City Director of Labor Relations and the Executive Director or designee. If the Ombud Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, the Ombud Coordinator or their designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Executive Director or designee and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the

Union. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the appropriate division head and the Executive Director or designee shall be so informed by the Ombud Coordinator.

The parties to a mediation shall have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the collective bargaining agreement or to create a precedent regarding the interpretation of the collective bargaining agreement or to apply the settlement agreement to any circumstance beyond the explicit dispute applicable to said settlement agreement.

If the grievance is not resolved through mediation, the division head shall convene a meeting within ten (10) business days after receipt of notification that the grievance was not resolved through mediation between the aggrieved employee, Shop Steward and/or Union Representative, together with the division head, section manager, and departmental labor relations officer. The City Director of Labor Relations or their designee may attend said meeting. Within ten (10) business days after the meeting, the division head shall forward a reply to the Union.

Step 3 - If the grievance is not resolved as provided in Step 2 above or if the grievance is initially submitted at Step 3 per Sections 6.2 or 6.5, the grievance shall be reduced to written form, which shall include the same information specified in Step 2 above. The grievance shall be forwarded within ten (10) business days after receipt of the Step 2 answer or if the grievance was initially submitted at Step 3 it shall be submitted within twenty (20) business days of the alleged contract violation. Said grievance shall be submitted by the Executive Director or their designee and/or aggrieved employee to the City Director of Labor Relations with a copy to the appropriate department head. The Director of Labor Relations or their designee shall investigate the grievance and they shall convene a meeting between the appropriate parties. They shall thereafter make a confidential recommendation to the affected department head who shall in turn give the Union a detailed answer in writing ten (10) business days after receipt of the grievance or the meeting between the parties.

Mediation can be requested at Step 3 in the same manner as outlined in Step 2. The grievance must be filed in the time frame specified in Step 3 and responded to in the time frame specified in Step 3 after receipt of notification from the ADR Coordinator that the grievance was not resolved through mediation.

Step 4 - If the grievance is not settled at Step 3, either of the signatory parties to this Agreement may submit the grievance to binding arbitration.

Within twenty (20) business days of the Union's receipt of the City's Step 3 response or the expiration of the City's time frame for responding at Step 3, the Union shall file a Demand for Arbitration with the City Director of Labor Relations.

Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to binding arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of notification from the ADR Ombud Coordinator that the grievance was not resolved in mediation.

After the Demand for Arbitration is filed, the City and the Union will meet to select, by mutual agreement, an arbitrator to hear the parties' dispute. In the event the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected by alternately striking names from a list of five (5) arbitrators supplied by FMCS or the American Arbitration Association.

Demands for Arbitration will be accompanied by the following information:

A. Identification of Sections of the Agreement allegedly violated

B. Nature of the alleged violation

C. Remedy sought

In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

1. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and their power shall be limited to the interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

2. The decision of the arbitrator shall be final, conclusive and binding upon the City, the Union, and the employee involved.

3. The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.

4. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.

5. Any arbitrator selected under Step 4 of this Article shall function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.

The negotiated grievance procedure will be used to adjudicate the terms of this agreement, except for the provisions in this paragraph concerning discipline. An employee covered by this Agreement must upon initiating objections relating to disciplinary action or other actions subject to appeal through either the contract grievance procedure or pertinent Civil Service appeal procedures use either the grievance procedure contained herein or pertinent procedures regarding such appeals to the Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and Civil Service Commission procedures relative to the same action. If there are dual filings with the grievance procedure and the Civil Service Commission, the City will send a notice of such dual filings by certified mail to the employee(s) and the Union. The Union will notify the City within fifteen (15) calendar days from receipt of the notice if it will use the grievance procedure. If no such notice is received by the City, the contractual grievance shall be deemed to be withdrawn.

6.7 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.

6.8 The parties have agreed, through a Memorandum of Agreement, to adopt the following procedures attached thereto that were developed by the Citywide Labor-Management Committee on Progressive Discipline:

A. Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the timelines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and

B. Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an Offer of Settlement may be

required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 6.6, Step 4, Number 3, above.

The parties may mutually agree to alter, amend, or eliminate these procedures by executing a revised Memorandum of Agreement.

6.9 A reclassification grievance will be initially submitted by the Union in writing to the Director of Labor Relations, with a copy to the Department. The Union will identify in the grievance letter the name(s) of the grievant(s), their current job classification, and the proposed job classification. The Union will include with the grievance letter a Position Description Questionnaire (PDQ) completed and signed by the grievant(s). At the time of the initial filing, if the PDQ is not submitted, the Union will have sixty (60) business days to submit the PDQ to Labor Relations. After initial submittal of the grievance, the procedure will be as follows:

A. The Director of Labor Relations, or designee, will notify the Union of such receipt and will provide a date (not to exceed five (5) months from the date of receipt of the PDQ signed by the grievant(s)) when a proposed classification determination report responding to the grievance will be sent to the Union.

   The Director of Labor Relations, or designee, will provide notice to the Union when, due to unforeseen delays, the time for the classification review will exceed the five (5) month period.

B. The Department Director, upon receipt of the proposed classification determination report from the Director of Labor Relations, or designee, will respond to the grievance in writing.

C. If the grievance is not resolved, the Union may, within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution:

   1. The Union may submit the grievance to binding arbitration per Section 6.6 (Step 4); or

   2. The Union may request the classification determination be reviewed by the Classification Appeals Board, consisting of two members of the Classification/Compensation Unit and one human resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request, arrange a hearing; and, when possible, convene the hearing within thirty (30) business

days. The Board will make a recommendation to the Seattle Human Resources Director within forty-five (45) business days of the appeal hearing. The Director of Labor Relations, or designee, will respond to the Union after receipt of the Seattle Human Resources Director's determination. If the Seattle Human Resources Director affirms the Classification Board recommendation, that decision shall be final and binding and not subject to further appeal. If the Seattle Human Resources Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Section 6.6 (Step 4).

6.10 Property Interest Discipline Grievance

A. The burden of proof in disciplinary procedures shall be upon the City.

B. Where an appointing authority or their designee imposes or intends to impose property level discipline a preliminary notice of discipline shall be given to the employee. This preliminary notice of discipline shall contain (a) charges; (b) general description of the alleged acts and/or conduct upon which the charge is based and (c) the penalty to be imposed. A copy of the preliminary notice of discipline shall be concurrently provided to the local Union office. Upon request of the Union, the City shall provide a complete copy of the investigation files in advance of any Loudermill hearing requested in advance of issuing the formal discipline. The Union may also request a meeting to review the investigation file with the City's investigator. And Labor Relations. Both requests must be made timely, may not unduly delay the City's disciplinary processes.

ARTICLE 7 – WORK STOPPAGES

7.1 The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of the Agreement, the Union shall not cause any work stoppage, strike, slowdown or other interference with City functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Employees shall not cause or engage in any work stoppage, strikes, slowdown or other interference with City functions for the term of this Agreement. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the City; including but not limited to the recovery of any financial losses suffered by the City.

ARTICLE 8 – PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

8.1 The following shall define terms used in this Article:

Probationary Period – A twelve (12) month period of employment following an employee's initial regular appointment within the Civil Service to a position.

Regular Appointment – The authorized appointment of an individual to a position in the Civil Service.

Trial Service Period/Regular Subsequent Appointment – A twelve (12) month trial period of employment of a regular employee beginning with the effective date of a subsequent, regular appointment from one classification to a different classification through promotion or transfer to a classification in which the employee has not successfully completed a probationary or trial service period or rehire from a Reinstatement Recall List to a department other than that from which the employee was laid off.

Regular Employee – An employee who has successfully completed a twelve (12) month probationary period and has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.

Revert – To return an employee who has not successfully completed their trial service period to a vacant position in the same class and former department (if applicable) from which they were appointed.

Reversion Recall List – If no such vacancy exists to which the employee may revert, they will be removed from the payroll and their name placed on a Reversion Recall List for the class/department from which they were removed.

8.2 Probationary Period/Status of Employee – Employees who are initially appointed to a position shall serve a probationary period of twelve (12) months.

A. The probationary period shall provide the department with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the position, and to terminate any employee whose work performance fails to meet the required standards. During the probationary period, the City will provide the employee with a written 3-, 6- and 9-month performance evaluation.

B. An employee shall become regular after having completed their probationary period unless the individual is dismissed under provisions of Section 8.3 and 8.3A below.

8.3 Probationary Period/Dismissal – An employee may be dismissed during their probationary period after having been given written notice five (5) working days prior to the effective date of dismissal. However, if the department believes the best interest of the City requires the immediate dismissal of the probationary employee, written notice of only one (1) full working day prior to the effective date of the dismissal shall be required. The reasons for the dismissal shall be filed with the Director of Personnel and a copy sent to the Union.

A. An employee dismissed during their probationary period shall not have the right to appeal the dismissal. When proper advance notice of the dismissal is not given, the employee may enter an appeal (for payment of up to five [5] days' salary), which the employee would have otherwise received had proper notice been given. If such a claim is sustained, the employee shall be entitled to the appropriate payment of salary but shall not be entitled to reinstatement.

8.4 Trial Service Period – An employee who has satisfactorily completed their probationary period and who is subsequently appointed to a position in another classification shall serve a twelve (12) month trial service period, in accordance with Section 8.1. After six (6) months of trial service, the employee is entitled to a Trial Service Review; at this time the employee will have the option to voluntarily revert back to their former position if vacant, subject to management approval with a written reasonable justification if denied.

A. The trial service period shall provide the department with the opportunity to observe the employee's work and to train and aid the employee in adjustment to the position, and to revert such an employee whose work performance fails to meet required standards.

B. An employee who has been appointed from one classification to another classification within the same or different department and who fails to satisfactorily complete the trial service period shall be reverted to a vacant position within the former department (if applicable) and classification from which they were appointed.

C. Where no such vacancy exists, such employee shall be given fifteen (15) calendar days' written notice prior to being placed on a Reversion Recall List for their former department and former classification and being removed from the payroll.

D. An employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the department, the employee and the Union, subject to approval by the Seattle Human Resources Director prior to expiration of the trial service period.

E. Employees who have been reverted during the trial service period shall not have the right to appeal the reversion.

F. The names of regular employees who have been reverted for purposes of re-employment in their former department shall be placed upon a Reversion Recall List for the same classification from which they were promoted or transferred for a period of one (1) year from the date of reversion.

G. If a vacancy is to be filled in a department and a valid Reversion Recall List for the classification for that vacancy contains the name(s) of eligible employees who have been removed from the payroll from that classification and from that department, such employees shall be reinstated in order of their length of service in that classification. The employee who has the most service in that classification shall be the first reinstated.

H. An employee whose name is on a valid Reversion Recall List for a specific job classification who accepts employment with the City in that same job classification shall have their name removed from the Reversion Recall List. Refusal to accept placement from a Reversion Recall List to a position the same, or essentially the same, as that which the employee previously held shall cause an employee's name to be removed from the Reversion Recall List, which shall terminate rights to reemployment under this Reversion Recall List provision.

I. A reverted employee shall be paid at the step of the range that they normally would have received had they not been promoted or transferred.

8.5 Subsequent Appointments During Probationary Period or Trial Service Period – If a probationary employee is subsequently appointed in the same classification from one department to another, the receiving department may, with approval of the Seattle Human Resources Director, require that a complete twelve (12) month probationary period be served in that department. If a regular employee or an employee who is

serving a trial service period is subsequently appointed in the same classification from one department to another, the receiving department may, with the approval of the Seattle Human Resources Director, require that a twelve (12) month trial service period be served in that department.

A. If a probationary employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month probationary period in the new classification. If a regular employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month trial service period in the new classification.

B. Within the same department, if a regular employee is appointed to a higher classification while serving in a trial service period, the trial service period for the lower classification and the new trial service period for the higher classification shall overlap provided that the higher and lower classifications are in the same or a closely related field. The employee shall complete the terms of the original trial service period and be given regular status in the lower classification. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

C. Within the same department, if a probationary employee is regularly appointed to a higher classification while serving in a probationary period, the probationary period and the new trial service period for the higher classification shall overlap provided the higher and the lower classifications are in the same or a closely related field. The employee shall complete the term of the original probationary period and be given regular standing in the lower class. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

8.6 The probationary period shall be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness, vacations, jury duty, and military leaves shall not result in an extension of the probationary period, but upon approval of the Seattle Human Resources Director, an employee's probationary period may be extended so as to include the equivalent of a full twelve (12) months of actual service where there are numerous absences.

For employees of the Municipal Court, the probationary period shall be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness, vacations, jury duty, and military leaves shall not result in an extension of the probationary period, but upon approval of the Presiding Judge, an employee's

probationary period may be extended so as to include the equivalent of a full twelve (12) months of actual service where there are numerous absences. Notice of the decision to extend the probationary period will be filed with the Seattle Human Resources Director.

8.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 20.

ARTICLE 9 – CLASSIFICATIONS AND RATES OF PAY

9.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth in the Appendices, which are attached hereto and made a part of this Agreement.

9.2 Effective January 4, 2023, employees' base wages will be increased by five percent (5%).

9.3 Effective January 3, 2024, employees base wages will be increased by four and one half percent (4.5%)

9.4 Effective January 4, 2025, employees base wages will be increased by hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%).

9.5 Effective January 10, 2026, employees base wages will be increased one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

9.6 The base wage rates referenced above shall be calculated by applying the appropriate percentage increase to base hourly rates or as otherwise provided for herein.

9.7 The City agrees that it shall consult with the Union and allow the Union at least fourteen (14) calendar days to comment before it makes changes in the class specifications covering the classifications listed in the attached Appendices, unless a longer comment period is agreed to in writing by the Union and the City; provided, however, the City agrees it will not make any changes in said class specifications that would result in the elimination of jurisdiction of the Union or reduce the wage rate of an employee or employees covered by this Agreement. The City will notify the Union prior to the final adoption of any modified class specification.

9.8 The City and the Union agree that when the duties and responsibilities of a position within the bargaining unit change dramatically during the term of this Agreement, the effect of said change as it relates to bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations upon the request of either party. Such negotiations shall commence at the earliest possible date thereafter.

9.9 A. Every position in the bargaining unit shall be classified at the direction of the Seattle Human Resources Director and allocated to its appropriate class in accordance with the character, difficulty and responsibility of its designated duties. Positions shall be allocated to a given class when:

1. The same descriptive title may be used to designate each position in the class;

2. The same level of education, experience, knowledge, ability and other qualifications may be required of incumbents; and

3. One schedule of compensation will apply with equity under substantially the same employment conditions.

B. All classes involving the same character of work but differing as to level of difficulty and responsibility shall be assembled into a class series.

C. Compensation or salary shall not be the sole factor in determining the classification of any position or the standing of any incumbent.

D. In allocating any position to a class, the specification for the class shall be considered as a whole. Consideration shall be given to the general duties, the specific tasks, the responsibilities, the required and desirable qualifications for such position, and the relationship thereof to other classes. The examples of duties set forth in such specification shall not be construed as all inclusive or restrictive. An example of a typical task or a combination of two (2) or more examples shall not be taken, without relation to all parts of the specification, as determining that a position should be included within a class.

E. No one whose position has been allocated to its appropriate class shall be assigned or required to perform duties generally performed by persons holding positions in other classes, except in case of emergency or for limited periods of time when approved by the Seattle Human Resources Director; provided that nothing in this provision shall be construed as preventing the assignment of duties of a higher rank as part of a training period, or for relief periods, and provided, further, the clause in

any specification "*and to perform related work as required*" shall be liberally construed.

9.10 A. Whenever the title of a class is changed without a change in duties or responsibilities, the incumbent shall have the same status in the retitled class as they held in the former class.

B. When a position is reclassified to a class of a higher level, the Seattle Human Resources Director may grant the incumbent of the position the same status in the new class as they had held in the former class, if the Seattle Human Resources Director finds:

1. That the reason for the reclassification of the position is the gradual accretion of new duties and responsibilities over a period of six (6) months or more immediately preceding the effective date of said reclassification; and

2. That such accretion of duties has taken place during the incumbency of the present incumbent in said position.

The Seattle Human Resources Director, before recognizing status of an incumbent under the above circumstances, may require such evidence of their qualifications and fitness; and may conduct hearings, investigations, and/or qualifying examinations deemed appropriate.

C. Whenever a position is reclassified from one class to a higher class and the conditions in B, above, are not met, the incumbent shall not continue in the position, except temporarily, unless they receive an appointment thereto in accordance with this Agreement.

D. Whenever a position is reclassified from one class to a lower class, the regular incumbent may, with the concurrence of the appointing authority and the Seattle Human Resources Director, elect to take a voluntary reduction to the lower class; or at their option and with the concurrence of the appointing authority and the Seattle Human Resources Director, they may remain in the reclassified position for a temporary period as limited by the Seattle Human Resources Director only until transferred to another position in the class in which they have regular standing.

9.11 A. Every employee upon first appointment shall receive the minimum rate of the salary range fixed for the position, except as provided herein. When the application of this paragraph results in an inequity, or when it becomes necessary because of

difficulties in recruitment, payment of other than the prescribed step may be authorized by the City. The Union shall be notified whenever an employee covered by this Agreement is paid at "*other than the prescribed step*" as described above.

B. An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "*actual service*" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "*actual service*" from the date of eligibility for the last step increase to the maximum of the range. *Actual service* for purposes of this Section is defined in terms of one month's service for each month of full-time employment, including paid absences. This provision shall not apply to temporary employees prior to regular appointment except as otherwise provided for in Section 2.7O; and except that step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increments shall not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2,088 hours) of actual service, they will receive one (1) step increment in the higher paid title; provided that they have not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class, that were properly paid per Article 11 of this Agreement, shall apply toward salary step placement if the employee's position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

C. For employees assigned salary steps other than the beginning step of the salary range, subsequent salary increases within the salary range shall be granted after twelve (12) months of "*actual service*" from the appointment or increase, then at succeeding twelve-month intervals to the maximum of the salary range established for the class.

D. In determining "*actual service*" for advancement in salary step, absence due to sickness or injury for which the employee does not receive compensation may at the discretion of the City be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the City, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this paragraph, time lost by reason of disability for which an employee is compensated by Industrial Insurance or Charter disability provisions shall not be considered absence. An

employee who returns after layoff, or who is reduced in rank to a position in the same or another department, may be given credit for such prior service.

E. Any increase in salary based on service shall become effective upon the first day immediately following completion of the applicable period of service.

F. Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase and shall thereafter receive step increases as provided in paragraph B of this Section.

G. Promotions - An employee appointed to a position in a class having a higher maximum salary shall be placed at the step in the new salary range which provides an increase closest to but not less than one salary step over the most recent step received in the previous salary range immediately preceding the promotion, not to exceed the maximum step of the new salary range; provided further, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "*intermittent*" or "*as needed;*" however, hours worked out-of-class shall apply toward salary step placement if the employee is appointed to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

H. An employee demoted because of inability to meet established performance standards from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary step in the lower range determined as follows:

1. If the rate of pay received in the higher class is above the maximum salary for the lower class, the employee shall receive the maximum salary of the lower range.

2. If the rate of pay received in the higher class is within the salary range for the lower class, the employee shall receive that salary rate for the lower class that, without increase, is nearest to the salary rate to which such employee was entitled in the higher class; provided that the employee shall receive not less than the minimum salary of the lower range.

I. An employee reduced because of organizational change or reduction in force from a regular full-time or part-time position to a position in a class having a lower salary

range shall be paid the salary rate of the lower range that is nearest to the salary rate to which they were entitled in their former position without reduction, provided that such salary shall in no event exceed the maximum salary of the lower range. If an employee who has completed twenty-five (25) years of City service and who within five (5) years of a reduction in lieu of layoff to a position in a class having lower salary range, such employee shall receive the salary they were receiving prior to such second reduction as an "*incumbent*" for so long as they remain in such position or until the regular salary for the lower class exceeds the "*incumbent*" rate of pay.

J. When a position is reclassified to a new or different class having a different salary range, the employee occupying the position immediately prior to and at the time of reclassification shall receive the salary rate which shall be determined in the same manner as for a promotion; provided, that if the employee's salary prior to reclassification is higher than the maximum salary of the range for such new or different class, they shall continue to receive such higher salary as an "*incumbent*" for so long as they remain in such position or until the regular salary for the classification exceeds the "*incumbent*" rate of pay.

9.12 Employees will pay the employee portion of the required premium [listed as the WA Paid Family Leave Tax and the WA Paid Medical Leave Tax on an employee's paystub] of the Washington State Paid Family and Medical Leave Program effective December 25, 2019.

9.13 Language Premium - Effective December 25, 2019, employees assigned to perform bilingual, interpretive and/or translation services for the City shall receive a $200.00 per month premium pay. The City shall ensure employees providing language access services are independently evaluated and approved. The City may review the assignment annually and may terminate the assignment at any time.

ARTICLE 10 - EMPLOYMENT PROCESS

10.1 All vacant positions in the bargaining unit, which are to be filled by regular appointment, will be advertised at least once in an internal City announcement (except as noted below in 10.1.2) that will be regularly distributed to all departments for posting in places accessible to employees, with a copy to the Union. The filing for each position will be open for at least fourteen (14) calendar days.

10.1.1 Announcements will not be posted for external applicants until seven (7) calendar days after the posting of that announcement for internal applicants. Waiver of the seven (7) calendar day advanced internal posting may be requested of the Union.

10.1.2 Exceptions to the requirement in 10.1 are:

A. Fill from a Reinstatement Recall List (Sections 20.5D, E, I, and J);

B. Fill from a Reversion Recall List (Section 8.4F);

C. Employment of a Project Hire candidate (someone laid off from another title, but qualified to do the work if acceptable to the department appointing authority); or

D. Other good reasons mutually agreed upon on a case-specific basis.

10.1.3 The Seattle Human Resources Director or their designee will encourage appointing authorities to include notices of exempt, seasonal, and temporary project vacancies in the regularly distributed internal City announcement.

10.2 The Seattle Human Resources Director or their designee will define specific required qualifications for each bargaining unit position advertised. In all cases, the advertised qualifications shall be at least at the level of the established qualifications listed in the pertinent classification specification but may be closer in focus to address the job-related requirements of the particular position. All internal and external job announcements for positions covered by this agreement will specify that the position is represented by the International Federation of Professional and Technical Engineers, Local 17.

10.3 The Seattle Human Resources Director or their designee will review and approve the general method of selection used in each City department to ensure the selection processes for filling bargaining unit positions are conducted in a reasonable and fair manner. If the Union feels a selection method does not meet the "*reasonable and fair*"

threshold, they may request a meeting with the Seattle Human Resources Director or their designee to discuss resolution of their concerns. Lacking such resolution, the Union may submit the threshold question to the grievance procedure.

10.3.1 All candidates who are under consideration at a specific step in the process to fill a particular position shall be evaluated in a consistent and uniform manner.

10.4 Each employee applying for consideration for a vacancy will be notified in writing by the responsible City agency at the point in the process where they are no longer being considered in contention for the vacant position.

10.5 On an annual basis, the City will provide the Union with a report that will show the source of hires, so that patterns of appointments between current employees and non-City applicants can be reviewed.

10.5.1 The report will identify all permanent appointments made during the period by name, title, department, EEO category, and previous employment. If the previous employment was from within the City, the previous title and department will be indicated.

10.6 The Seattle Human Resources Director or their designee will audit each selection and appointment within the bargaining unit to ensure the appointee meets the advertised qualification standard. Results of each audit will be provided to the Union.

10.7 The Seattle Human Resources Director or their designee will maintain a Reinstatement Recall List for one (1) year of employees laid off due to lack of work, lack of funds, or reorganization in a specific title. Should a vacancy occur in the title in any City department during the ensuing year, the hiring department must consider the names on the Reinstatement Recall List for staffing the vacancy.

10.7.1 In all cases, if an appointment is to be made from other than the Reinstatement Recall List, the appointing authority must submit a written statement of the reason therefor to the Seattle Human Resources Director or their designee at the time of the qualification/appointment audit.

10.8 The City commits to filling sixty percent (60%) of all permanent vacancies within a calendar year by the appointment of current City employees to higher-level positions, unless unanticipated and extraordinary events occur that affect the City's ability to comply. Examples of such events include the impact of natural disasters, major

economic crises, jurisdictional change by accretion or deletion of current City functions, and preeminent legal requirements.

10.9 Should the annual review provided for in Section 10.5 above reveal a deviation from the balance committed to in Section 10.8 above, the City will convene a joint committee with the Union to develop specific strategies to correct the imbalance. Strategies to be considered may include measures such as the set-aside of certain title vacancies for appointment of a current employee; formal upward mobility crediting plans or formal preparation programs; additional training resources; and development of bridge classes to develop employee potential. The joint committee will submit the recommended strategies to the Seattle Human Resources Director for their consideration.

10.9.1 An employee who is selected to participate in a program implemented by the Seattle Human Resources Director to correct the above-referenced imbalance and who is unable to successfully complete the program will return to their previous class and department held prior to the selection.

ARTICLE 11 - WORK OUTSIDE OF CLASSIFICATION

11.1 Working Outside of Classification (All Units)

A. Whenever an employee is assigned by the department head or designee to perform the normal ongoing duties of and accept responsibility of a position when the duties of the higher position are clearly outside the scope of an employee's regular classification for a period of four (4) consecutive hours or longer, they shall be paid at the rate established for such classification while performing such duties.

B. Employees in a training capacity may be assigned work normally performed by an employee in a higher classification, except that they will not be assigned the duties of a higher classification to circumvent the intent of Section 11.1A hereof.

Any employee assigned to a training position shall be notified in writing one (1) working day in advance by the department head or designee of their training status.

An employee assigned to a training position (training status) shall be under the supervision and guidance of their immediate supervisor, and shall not remain in the training position for more than ten (10) consecutive normal working days, except when the Union and the City have mutually agreed, in writing, to a training position of a longer duration.

11.2 All Units

Employees covered by this Agreement may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as their primary class, across Union jurisdictional lines, with no change to their regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement, and payment for absences do not apply in these instances.

11.3 If an employee is assigned by the department head or designee, pursuant to this Article, to perform the duties of a higher classification on a continuous basis in excess of sixty (60) calendar days, they thereafter, while still assigned at the higher level, will be compensated for sick leave, vacation, and holidays at the rate of the assigned higher classification. 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.

11.4 Out-of-class shall be formally assigned in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties that would otherwise constitute an out-of-class assignment. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of their own classification, if the employee is not formally assigned to perform the duties on an out-of-class basis.

No employee may assume the duties of the higher-paid position without being formally assigned to do so, except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to their department head for retroactive payment of out-of-class pay. The decision of the department head as to whether the duties were performed and whether performance thereof was appropriate shall be final.

11.5 The City shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class and must have demonstrated, or be able to demonstrate, their ability to perform the duties of the class. The City may work employees out-of-class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months. The six (6) month period may be exceeded under the following circumstances: (1) a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) a position is scheduled for abrogation; or (4) a position is encumbered (an assignment in lieu of a layoff; e.g., with the renovation of the Seattle Center Coliseum). When such circumstances require that an out-of-class assignment be extended beyond six (6) months, the City shall notify the Union or Unions that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out-of-class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good faith basis.

ARTICLE 12 - ANNUAL VACATIONS

12.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 12.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

12.2 "*Regular pay status*" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensated time and sick leave. At the discretion of the City, up to one hundred and sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.

12.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

COLUMN NO. 1		COLUMN NO. 2			COLUMN NO. 3
ACCRUAL RATE		EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE			MAXIMUM VACATION BALANCE
Hours on Regular Pay Status	Vacation Earned Per Hour	Years of Service	Working Days Per Year	Working Hours Per Year	Maximum Hours
0 through 08320	0460	0 through 4	12	(96)	192
08321 through 18720	0577	5 through 9	15	(120)	240
18721 through 29120	0615	10 through 14	16	(128)	256
29121 through 39520	0692	15 through 19	18	(144)	288
39521 through 41600	0769	20	20	(160)	320
41601 through 43680	0807	21	21	(168)	336
43681 through 45760	0846	22	22	(176)	352
45761 through 47840	0885	23	23	(184)	368
47841 through 49920	0923	24	24	(192)	384
49921 through 52000	0961	25	25	(200)	400
52001 through 54080	1000	26	26	(208)	416
54081 through 56160	1038	27	27	(216)	432
56161 through 58240	1076	28	28	(224)	448
58241 through 60320	1115	29	29	(232)	464
60321 and over	1153	30	30	(240)	480

Effective sixty (60) calendar days after full ratification of this replacement contract, the above table shall be superseded and replaced with the following vacation accrual rate table:

Accrual Years/Hours	Vacation Days	Hours per Year	Maximum Hours
Year 0-3 / 0-6,240	12	96	192
Year 4-7 / 6,241-14,560	16	128	256
Year 8-13 / 14,561-27,040	20	160	320
Year 14-18 / 27,041-37,440	23	184	368
Year 19 / 37,440 -39,520	24	192	384
Year 20 / 39,521-41,600	25	200	400
Year 21 / 41,601 – 43,680	26	208	416
Year 22 / 43,681 – 45,760	27	216	432
Year 23 / 45,761 – 47,840	28	224	448
Year 24 / 47,841 – 49,920	29	232	464
Year 25+ - 49,921+	30	240	480

12.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which they became eligible and may accumulate a vacation balance that shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

12.5 Employees may, with department approval, use accumulated vacation with pay upon accrual.

12.6 In the event that the City cancels an employee's already scheduled and approved vacation leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to three (3) months if such exception is approved by both the department head and the Seattle Human Resources Director in order to allow rescheduling of the employee's vacation. In such cases the department head shall provide the Seattle Human Resources Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period will be allowed.

12.7 The minimum vacation allowance to be taken by an employee shall be in fifteen (15) minute increments.

12.8 An employee who leaves the City service for any reason shall be paid a lump sum for any unused vacation they have previously accrued.

12.9 Upon the death of an employee in active service, pay shall be allowed for any vacation earned and not taken prior to the death of such employee.

12.10 Where an employee has exhausted their sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. Employees who are called to active military service or who respond to requests for assistance from the Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.

12.11 The department head shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department, but which accommodate the desires of the employees to the greatest degree feasible.

12.12 Employees with prior regular City service who are regularly appointed to positions within the City shall begin accruing vacation at the rate which was applicable upon their most recent separation from regular City service. *Regular service (on or before December 31, 1992) in the Seattle-King County Health Department will be considered as City service.*

ARTICLE 13 - HOLIDAYS

13.1 The following days or days in lieu thereof shall be recognized as holidays without salary deduction:

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 Day	June 19
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples' Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Day immediately following Thanksgiving Day
Christmas Day	December 25
Two Personal Holidays (0 through 9 years of service)	
Four Personal Holidays (after completion of 9 years of service)	

Whenever any holiday enumerated above falls upon a Sunday, the following Monday shall be considered a holiday. Whenever any holiday enumerated above falls upon a Saturday, the preceding Friday shall be considered the holiday; provided, however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 13.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 13.4 shall be made only once per affected employee for any one holiday.

Employees who have completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (article 12.2) on or before December 31st of the current year shall receive an additional two (2) personal holidays for a total of four (4) personal holidays (per article 13.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

13.2 Personal Holidays shall be used in eight (8) hour increments or a pro-rated equivalent for part-time employees or, at the discretion of the head of the department, such lesser fraction of a day as shall be approved by the department head. Use of a Personal Holiday shall be requested in writing. When a Personal Holiday has been approved in advance and is later canceled by the City with less than thirty (30) days' notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay per Section 13.4 of this Article for time worked on that day.

13.3 Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime.

13.3.1 Weekly Overtime - With prior approval by section managers, Police Department employees may volunteer to work a scheduled day off in lieu of working a holiday that falls within the same work week. The holiday paid for, but not worked, shall not be recognized as time worked for the purpose of determining weekly overtime.

13.4 Employees who work on a holiday shall be paid for the holiday at their regular straight-time hourly rate of pay, and, in addition shall be paid at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for hours worked. Departmental practices in relation to the payment for work on holidays shall continue for the term of this Agreement.

13.5 To qualify for holiday pay employees covered by this Agreement must have been on the payroll prior to the holiday and on pay status the normal workday before or the normal workday after the holiday; provided, however, employees returning from non-pay leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

13.6 A regular part-time employee shall receive paid holiday time off (or paid time off in lieu thereof) based upon straight-time hours compensated during the pay period immediately prior to the pay period in which the holidays falls. The amount of paid holiday time off for which the part-time employee is eligible shall be in proportion to the holiday time off provided for full-time employees.

ARTICLE 14 – LEAVES AND VEBA

14.1 Employees accumulate sick leave credit from the date of regular appointment to City service and are eligible to use sick leave for a qualifying reason after thirty (30) calendar days of employment. Employees covered by this Agreement shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week. However, if an employee's overall accrual rate falls below the accrual rate required by Seattle Municipal Code 14.16, the employee shall be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of Seattle Municipal Code 14.16.

14.2 Employees may accumulate sick leave with no maximum balance.

14.3 An employee may use accumulated sick leave if he or she the employee must be absent from work because of:

A. A personal illness, injury or medical disability incapacitating the employee for the performance of his or her job, or personal health care appointments; or An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventive care; or as otherwise required by Seattle Municipal Code 14.16 and other applicable laws such as RCW 49.46.210; or

B. Care of an employee's spouse or domestic partner, or the parent, child (as defined by SMC 4.24.005), sibling, dependent or grandparent of such employee or his or her spouse or domestic partner, in instances of an illness, injury, or health care appointment where the absence of the employee from work is required, or when such absence is recommended by a health care provider, and as required by City Ordinance as cited at SMC 4.24 To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code 49.46.210 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or

C. Employee absence due to closure of the employee's worksite by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material. When the employee place of business has been closed by order of a public official for any health-related reason, or when an employee's or child's school or

place of care has been closed for such reason, or as otherwise required by chapter 14.16 and other applicable laws such as RCW 49.46.210; or

D. Employee absence from work to care for a child whose school or place of care has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material.

E. The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or

F. Eligible reasons related to domestic violence, sexual assault, or stalking as set forth in RCW 49.76.030.

G. The non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for purposes of adoption, including any time away from work prior to or following placement of the child to satisfy legal or regulatory requirements for the adoption.

H. Sick leave used for the purposes contemplated by Article 14.3.E and 14.3.G must end before the first anniversary of the child's birth or placement.

I. Abuse of paid sick leave or use of paid sick leave not for an authorized purpose may result in denial of sick leave payment and/or shall be grounds for discipline up to and including dismissal in accordance with Article 8 of this collective bargaining agreement.

14.4 An employee may use accumulated sick leave in order to provide non-medical care to the newborn child of the employee or his or her spouse or domestic partner. With the appointing authority's approval, an employee may take sick leave under this Article to supplement a reduced work schedule, provided that the work schedule must be stable and predictable. Sick leave taken for the non-medical care of a newborn child must begin and end by the first anniversary of the child's birth.

14.5 An employee may request use of accumulated sick leave for the non-medical care of a dependent child placed with the employee or his or her spouse or domestic partner for adoption. Sick leave approved for this reason may also be used to cover the employee's absence(s) to satisfy legal and regulatory requirements prior to and after the placement, and reasonable travel time to claim and return home with the child. With the appointing authority's approval, an employee may take sick leave under this Article to supplement a reduced work schedule, provided that the work schedule must be stable and

predictable. Sick leave taken for the non-medical care of a dependent child must begin and end by the first anniversary of the child's adoption.

14.6 An appointing authority, or designated management representative, may approve sick leave payment for an employee as long as the employee:

A. Makes prompt notification;

B. Claims use of sick leave time using the appropriate method(s);

C. Reports sick leave in minimum increments of fifteen (15) minutes;

D. Limits claims to the actual amount of time lost due to illness or disability or for the reasons described in Sections 14.3, 14.4 and 14.5;

E. Obtains such medical treatment as is necessary to hasten his or her return to work; and;

F. Provides medical certification of the job-related need for sick leave for absences of more than four (4) days. Medical certification should only include the information that the appointing authority, or designated management representative, needs to authenticate the employee's need for sick leave.

14.7 Sick leave pay may be denied, with justification, and/or medical certification may be required, for employees who are absent repeatedly or whose absences precede or follow regular days off or follow some other pattern without reason, or who abuse sick leave, or who obtain, attempt to obtain or use sick leave fraudulently, or whose absences are the result of misconduct during working hours. Abuse of sick leave shall be subject to the provisions of Article 23 of this Agreement.

14.8 Employees are not eligible to receive paid sick leave when suspended or on leave without pay, when laid off, or otherwise not on regular pay status. If an employee is injured or becomes ill while on paid vacation or compensatory time off, the employee shall provide notice prior to the beginning of the shift that they would have worked that the employee is requesting to replace vacation and/or compensatory time off with sick leave. In the event the employee is unable to provide notice prior to the beginning of the shift due to being incapacitated the employee will provide notice as soon as possible. a statement from their health care provider or other acceptable proof of illness or disability for the time involved substantiating the request for sick leave use in lieu

of vacation or compensatory time off, for absences greater than three (3) consecutive workdays.

14.9 Rate of Pay for Sick Leave Used: An employee who uses paid sick leave shall be compensated at the straight-time rate of pay as required by the Seattle Municipal Code 14.16, and other applicable laws, such as RCW 49.46.210 he or she would have earned had he or she worked as scheduled, with the exception of overtime (see Section 14.10). 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.

14.10 Rate of Pay for Sick Leave Used to Cover Missed Overtime: An employee may use paid sick leave for scheduled mandatory overtime shifts missed due to a qualifying reason as provided in Section 14.3. Payment for the missed shifts shall be at the employee's regular straight-time rate of pay.

14.11 Return-to-Work Verification: An employee returning to work after an absence of more than four (4) consecutive days requiring sick leave may be required to provide certification from his or her their health care provider that the employee is able to perform the essential functions of the job with or without accommodation.

14.12 An employee who takes sick leave for a family and medical leave-qualifying condition shall comply with the notification, certification and release protocols of the Family and Medical Leave Program. The employee's properly certified absence shall be accorded the protections of family and medical leave as long as it is for a condition that qualifies for both family and medical leave and sick leave.

14.13 An employee who is re-employed following separation from City employment shall have any unused sick leave balance from their prior period of employment restored unless the separation was due to resignation, quit or discharge. Regular or benefits eligible temporary employees who are reinstated or rehired within 12 months of separation in the same or another department after any separation, including dismissal for cause, resignation, or quitting, shall have unused accrued sick leave reinstated as required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210.

14.14 An employee who was eligible for sick leave accumulation and use under this Article prior to appointment to a regular (non-temporary) position not covered under the sick leave plan, shall have their former unused sick leave credits restored upon return to a position that is covered under the sick leave plan.

14.15 An employee who has been granted a sabbatical leave may elect to take a lump sum cash-out of any or all of his or her their unused sick leave balance in excess of two hundred and forty (240) hours at the rate of one (1) hour's pay for every four (4) hours of accumulated and unused sick leave. The employee forfeits all four (4) hours exchanged for each one (1) hour of pay. The employee must exercise this option at the beginning of their sabbatical leave.

14.16 Sick leave that is cashed out is paid at the rate of pay in effect for the employee's primary job classification or title at the time of the cash-out.

14.17 All employees who are included in the City's sick leave plan are eligible to participate as a recipient or donor in the Sick Leave Transfer Program, if the affected employee meets the eligibility conditions specified in Personnel Rule 7.7.5.

14.18 An employee may, with supervisory approval, participate as a non-compensated donor in a City-sponsored blood drive without deduction of pay or paid leave. Such participation may not exceed three (3) hours per occurrence for travel, actual donation and reasonable recuperation time. In order to qualify for time off under this Article, the employee must provide their name and department to the blood bank representative for verification of their participation by the appointing authority.

14.19 Retirement VEBA

Each bargaining unit will conduct a vote to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) to provide post-retirement medical expense benefits to members who retire from City service.

14.19.1 Contributions from Unused Paid Time off at Retirement

A. Eligibility-to-Retire Requirements:
   1. 5-9 years of service and are age 62 or older;
   2. 10-19 years of service and are age 57 or older;
   3. 20-29 years of service and are age 52 or older; or
   4. 30 years of service and are any age

B. The City will provide each bargaining unit with a list of its members who are expected to meet any of the criteria in paragraph A above as of December 31, 2026.

C. If the members of the bargaining unit who have met the criteria described in paragraph A above vote to require VEBA contributions from unused paid time off, then all members of the bargaining unit who are eligible to retire and those who become eligible during the life cycle of this contract shall, as elected by the voting members of the bargaining unit:

1. Contribute 35% of their unused sick leave balance into the VEBA upon retirement; or
2. Contribute 50% of their unused vacation leave balance into the VEBA upon retirement; or
3. Contribute both 35% of their unused sick leave balance and 50% of their unused vacation leave balance upon retirement

Following any required VEBA contribution from a member's unused sick leave, the remaining balance will be forfeited; members may not contribute any portion of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan or receive cash.

D. If the members of the bargaining unit who have satisfied the eligibility-to-retire requirements described in paragraph A above as of December 31, 2026 do not vote to require VEBA contributions from unused sick leave, members may either:

1. Transfer 35% of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan, subject to the terms of the Plan and applicable law; or
2. Cash out their unused sick leave balance at 25% to be paid on their final paycheck.

In either case, the remaining balance of the member's unused sick leave will be forfeited.

14.19.2 Active VEBA

Contributions from Employee Wages (all regular bargaining unit members)

Each bargaining unit will conduct a vote for all regular employees, as defined in the City's employer personnel manual, to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) for active employees to participate in an Active VEBA. Once they begin participating

in the VEBA, employees may file claims for eligible expenses as provide under the terms of the VEBA.

If the bargaining unit votes to require VEBA contributions from employee wages, then all members of the bargaining unit shall, as elected by the bargaining unit as to all of its members, make a mandatory employee contribution of one of the amounts listed below into the VEBA while employed by the City:

1. $25 per month
2. $50 per month

14.19.3 Allocation of Responsibility

The City assumes no responsibility for the tax or other consequences of any VEBA contributions made by or on behalf of any member for either the active or post-retirement options. Each union that elects to require VEBA contributions for the benefit of its members assumes sole responsibility for insuring that the VEBA complies with all applicable laws, including, without limitation, the Internal Revenue Code, and agrees to indemnify and hold the City harmless for any taxes, penalties and any other costs and expenses resulting from such contributions.

14.19.4 Sabbatical and VEBA

Members of a bargaining unit that votes to accept the VEBA and who meet the eligible-to-retire criteria are not eligible to cash out their sick leave at 25% as a part of their sabbatical benefit. Members who do not meet the eligible-to-retire criteria may cash out their sick leave at 25% in accordance with the sabbatical benefit.

14.19.5 Sick Leave Transfer Program - Employees may donate and/or receive sick leave in accord with the terms and conditions of the City's Sick Leave Transfer Program. This program is established and defined by City ordinance and may be amended or rescinded at any time during the term of this Agreement. Any disputes that may arise concerning the terms, conditions and/or administration of such program shall be subject to the Grievance Procedure in Article 6 of this Agreement through Step 3 of Section 6.6. Grievances over Sick Leave Transfer Program disputes shall not be subject to Step 4 (Arbitration) of Section 6.6.

14.19.6 Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to their designated beneficiary.

14.20 Industrial Injury or Illness

A. Any employee who is disabled in the discharge of their duties and if such disablement results in absence from their regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.

B. Whenever an employee is injured on-the-job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to their sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in absence from their regular duties (up to a maximum of eighty percent [80%] of the employee's normal hourly rate of pay per day) shall be reinstated by Industrial Insurance or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 14.6A.

C. In no circumstances will the amount paid under these provisions exceed an employee’s gross pay minus mandatory deductions. This provision shall become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.

D. Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning

or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting, unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) days after notification to the employee. The City's action is subject to the grievance procedure.

E. Such compensation shall be authorized by the Seattle Human Resources Director or their designee with the advice of such employee's department head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

F. Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 14.6A. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 14.6A.

G. Any employee eligible for the benefits provided by this Ordinance whose disability prevents them from performing their regular duties but, in the judgment of their physician could perform duties of a less strenuous nature, shall be employed at their normal rate of pay in such other suitable duties as the department head shall direct, with the approval of such employee's physician until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

H. Sick leave shall not be used for any disability herein described except as allowed in Section 14.6A.

I. The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.

J. Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

14.21 Bereavement/Funeral Leave

All employees covered by this agreement are allowed forty (40) hours off without salary deduction for bereavement purposes in the event of the death of any relative. Bereavement leave may be used in full day increments or increments of one (1) hour, at the employee's discretion. Bereavement leave must be used within one (1) year; employees may submit for exceptions to this within thirty (30) days (requests that come in after the 30 days will be considered) of the death if they know they will need longer than one (1) year to use leave for that event. This benefit is prorated for less-than-full time employees.

For purposes of this Section, "relative" is defined as any person related to the employee by blood, marriage, adoption, fostering, guardianship, in loco parentis, or domestic partnership.

14.22 Emergency Leave - One (1) day leave per Agreement year without loss of pay may be taken with the approval of the employee's supervisor and/or department head when it is necessary that the employee be off work in the event of a serious illness or accident of a member of the immediate family or when it is necessary that the employee be off work in the event of an unforeseen occurrence with respect to the employee's household that necessitates action on the part of the employee. The emergency leave benefit must also be available to the member in the event of inclement weather or natural disaster within the City limits or within the city or county in which the member resides that makes it impossible or unsafe for the member to physically commute to their normal work site at the start of their normal shift.

A. The "*household*" is defined as the physical aspects of the employee's residence, including personal pets, or vehicle. The immediate family is limited to the spouse or domestic partner, children, and parents or grandparents of the employee.

B. The "*day*" of emergency leave may be used for separate incidents, in one (1) hour increments. The total hours compensated under this provision, however, shall not exceed eight (8) in a contract year.

14.23 Sabbatical Leave - Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Seattle Municipal Code Chapter 4.33.

14.24 Family and Medical Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code, Chapter 4.26, "Family and Medical Leave," or the federal Family and Medical Leave Act, may take leave to care for themselves and qualified dependents.

14.25 Paid Parental Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, "Paid Parental Leave", may take leave for bonding with their new child.

14.26 Leaves of Absence

A. A leave of absence without pay for a period not exceeding sixty (60) consecutive days may be granted by the appointing authority of a department.

B. A request for a leave of absence longer than sixty (60) days bearing the favorable recommendation of the employee's appointing authority may be granted by the City Seattle Human Resources Director.

C. For employees at the Municipal Court, a request for an unpaid leave of absence longer than sixty (60) days may be granted by the Presiding Judge with notice to the Seattle Human Resources Director.

D. No employee shall be given leave to take a position outside the City service for more than sixty (60) days in any calendar year, except where it appears in the best interests of the City.

All requests for leaves of absence are to be requested in writing as far in advance as possible, stating all pertinent details and the amount of time requested.

At the expiration of the authorized leave of absence, a member of the bargaining unit shall resume their same class of work; however, standing and service credit shall be frozen at the commencement of the leave of absence and shall not continue to accrue until the employee returns from said leave.

14.27 Pay for Deployed Military

A. A bargaining unit member in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as

a City employee shall receive the difference between one hundred percent (100%) of their City base pay and their military pay (plus adjustments).

City base pay shall include every part of wages except overtime.

B. A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted their annual paid military leave benefit and is on unpaid military leave of absence shall be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

14.28 SMC 4.29, Paid Family Care Leave, which includes "Bea's Law" is here by incorporated by reference into this Agreement.

14.29 Shared Sick Leave Pool

The City will standardized the current sick leave transfer ("donation") program across all City departments through the following actions:

- Standardization of:
  - Forms
  - Processing templates
  - FAQs
  - Interdepartmental donation of sick leave
- Anonymizing sick leave requests for potential recipients
- Anonymizing sick leave donations from contributors

The intent of the program is to create a mandatory and uniform system that will function across departments as the established protocol for all sick leave donation requests and donations. The City agrees to perform this standardization using a Labor-Management Committee ("LMC") meeting, which will work in consultation with appropriate subject matter experts ("SMEs"), including but not limited to Seattle Human Resources, FAS Citywide Payroll and Business Systems, ITD HRIS and Race and Social Justice SMEs. The City further agrees to convene the LMC no later than 90 days from execution of

this Agreement and to meet no less than monthly on the standardization process beginning in the month following the initial convening of the LMC.

14.30 SPFML Top-Up

Employees receiving SPFML may use any of their accrued paid and/or granted leave ("Leave") to supplement the SPFML benefit payment, up to 100% of their weekly salary paid by the City of Seattle. The use of such leave to augment the SPFML benefit shall be called "supplemental leave pay." Use of Leave by an employee to supplement SPFML is strictly voluntary. The City cannot require an employee to use accrued leave to supplement SPFML benefits.

Supplemental Leave Pay Utilization Process

A. Leave for the purposes of this proposal, is defined as all accrued and/or granted leave as set forth and defined in the City of Seattle Municipal Code Title 4 (Personnel) Sections 4.24 through 4.34 (vacation, sick leave, floating, merit, comp time, executive, etc.).

B. Supplemental leave pay may be accessed starting the first pay period after the City has received the final SPFML claim determination notice from the Washington State Employment Security Department ("ESD").

C. Supplemental Leave Supplemental leave can be used by employees based on the date range signified in the SPFML eligibility letter. For instances in which that date has passed, employees can submit time sheet correction requests to add the use of supplemental leave, as defined above. No time sheet corrections or reactivity shall be applied to any date or SPFML prior to the execution of this Agreement.

D. The use of supplemental leave to "top-up" an employee's SPFML benefit shall not exceed the amount of accrued and/or granted leave the employee has available in their balances.

E. The use of accrued and/or granted paid leave to supplement the SPFML benefit will be available in 15 minute increments, except for when the accrued and/or granted paid Leave the employee requests to be used to supplement the SPFML must be used in full day increments as specified by a given collective bargaining agreement or by City code or Personnel rules (e.g. personal holidays), and then shall be only available in full-day increments.

F. An employee must have already accrued the paid/granted leave they seek to use for the pay period in which they seek to use it.

G. It is the employee's responsibility for determining whether they have the accrued and/or granted leave they seek to use in a given pay period to supplement the SPFML.

ARTICLE 15 - HEALTH CARE, DENTAL CARE, LIFE INSURANCE, AND LONG-TERM DISABILITY INSURANCE

15.1 Effective January 1, 2023, the City shall provide medical, dental, and vision plans (with Kaiser Permanente, Aetna Traditional, Aetna Preventive and Delta Dental of WA as self-insured plans, and Dental Health Services, and Vision Services Plan) for all regular employees (and eligible dependents) represented by Unions that are a party to the Memorandum of Agreement established to govern the plans. For the term of this agreement the selection, addition, and/or elimination of medical, dental, and vision benefit plans, and changes to such plans shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

A. An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 15.1 or similar programs as determined by the Labor-Management Health Care Committee.

15.1.1 The City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.

15.1.2 Employees who retire and are under the age of sixty-five (65) shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.

15.1.3 New, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).

15.2 Life Insurance - The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows:

A. Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit

of employees participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employee's share of the monthly premiums or for life insurance purposes otherwise negotiated.

B. Whenever the Group Term Life Insurance Fund contains substantial rebate monies that are earmarked pursuant to Section 15.2 above to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact.

C. The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.

15.3 Long-Term Disability - The City will provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The City will pay the full monthly premium cost of a Base Plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollar ($667) base monthly wage. Employees may purchase through payroll deduction, an optional Buy-Up Plan with a ninety (90) day elimination period, which insures sixty percent (60%) for the remainder of the employee's base monthly wage (up to a maximum $8,333 per month). Benefits may be reduced by the employee's income from other sources as set forth in the Plan Description. The provisions of the plan shall be further and more fully defined in the Plan Description issued by the Standard Insurance Company.

During the term of this Agreement, the City may, at its discretion change or eliminate the insurance carrier for any of the long-term disability benefits covered by this Section and provide an alternative plan either through self-insurance or another insurance carrier, however, the long-term disability benefit level shall remain substantially the same.

The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2023, for the Base Plan, but not to exceed the maximum limitation on the City's premium obligation per calendar year as set forth within this Section.

15.4 Long-term Care - The City may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.

15.5 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this Agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.

15.6 Labor-Management Health Care Committee - Effective January 1, 1999, a Labor-Management Health Care Committee shall be established by the parties. This Committee shall be responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall decide whether to administer other City-provided insurance benefits.

ARTICLE 16 - RETIREMENT

16.1 Pursuant to Ordinance No. 78444, as amended, all eligible employees shall be covered by the Seattle City Employees Retirement System (SCERS).

16.2 All eligible employees hired on or after January 1, 2017 shall be covered by SCERS II consistent with Ordinance No. 78444, as amended.

ARTICLE 17 - UNION REPRESENTATIVES

17.1 The Executive Director or Union Representative of the Union may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit their activities during such investigations to matters relating to this Agreement. City work hours shall not be used by employees or Union Representatives for the conduct of Union business or the promotion of Union affairs.

17.2 The Executive Director and/or Union Representatives shall have the right to appoint a steward at any location where members are employed under the terms of this Agreement. The department shall be furnished with the names of stewards so appointed. Immediately after appointment of its shop steward(s), the Union shall furnish the City Personnel Office with a list of those employees who have been designated as shop stewards. Said list shall be updated as needed. The steward shall see that the provisions of this Agreement are observed, and they shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay. This shall not include processing grievances at Step 4 of the grievance procedure enumerated in Article 6 of this Agreement. Under no circumstances shall shop stewards countermand orders of or directions from the City officials or change working conditions.

17.3 Any charges by management that indicate that a shop steward or Union Representative is spending an unreasonable amount of time in handling grievances or disputes or performing other duties for the Union shall be referred to the Director of Personnel or a designee for discussions with the Executive Director or designee. The City shall have the right to require the Union to refrain from excessive activities, or if after discussion with the Executive Director or designee, the shop steward or Union Representative continues to spend an unreasonable amount of time handling grievances and disputes, management may require written authorization from the steward's supervisor for these activities.

17.4 Where allowable and after prior arrangements have been made, the City may make available to the Union, meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the department.

17.5 Any individual member in one of the bargaining units who is directly involved through individual appeal, in a matter being reviewed by the Civil Service Commission, shall

be allowed time during working hours without loss of pay to attend such meeting if called to testify.

17.6 The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective August 18, 2004, employees who participate in bargaining as part of the Union's bargaining team during the respective employee's work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

1. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall not be applicable to this provision.
2. No more than an aggregate of one hundred fifty (150) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision.
3. If the aggregate of one hundred fifty (150) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.

ARTICLE 18 - SAFETY STANDARDS

18.1 All work shall be done in a competent and safe manner, and in accordance with the State of Washington Safety Codes. Where higher standards are specified by the City than called for as minimum by state codes, City standards shall prevail.

18.2 At the direction of the City, it is the duty of every employee covered by this Agreement to comply with established Safety rules, promote safety and to assist in the prevention of accidents. All employees covered by this Agreement are expected to participate and cooperate in the overall City Safety Program.

18.3 The City shall provide safe working conditions in accordance with W.I.S.H.A. and O.S.H.A.

18.4 Each steward will be allowed time off with pay to attend departmental safety meetings, pertinent to their work location as scheduled by the appropriate department.

18.5 The City and the Union are committed to maintaining a safe work environment. The City and the Union shall determine and implement mechanisms to improve effective communications between the City and the Union regarding safety and emergency-related information. The City shall communicate emergency plans and procedures to employees and the Union.

18.6 Safety Committee - The Union shall be notified in advance and included in any processes that are used by City Departments to determine employee membership on all departmental, divisional, and sectional Safety Committees. Union notification and engagement protocols will be facilitated through departmental labor management committees.

18.7 Health and Safety Committees

The Employer and the Unions shall form a City-wide health and safety committee. The Coalition of City Unions shall appoint no more than ten (10) members of the committee. The Employer shall appoint a maximum of 10 members of the committee. The committee shall convene at least quarterly. The Parties may meet more frequently by mutual agreement.

Each City Department will form joint safety committees in accordance with WISHA requirements at each permanent work location where there are eleven (11) or more employees. Where there is need, safety committees may also be formed at division

levels, and/or unit levels, however these shall not replace the departmental safety committee.

When a department is setting up safety committee elections, it will notify the unions represented at that location and the union shall have 14 days to respond with union appointed members proportionate to their representation at the location. Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the appropriate Appointing Authority for review and action, as necessary. The Appointing Authority or designee will report follow-up action/information to the Safety Committee.

Employee Workplace Safety

The City shall make reasonable efforts to provide an environment free from violence, harassment and other hazardous conditions. When the Union or employee(s) report a hazardous conditions in the City operated workplace, the City shall conduct a risk assessment to identify potential hazards and make efforts to mitigate any findings. Both the risk assessment and mitigation plan will be shared with the impacted labor Unions.

Recognizing the health and safety impacts of climate change to workers and the community, City Departments shall follow OSHA/WISHA guidelines and recommendations in order to create written worksite safety plans to prevent heat-related illness and ensure emergency preparedness for employees in the event of extreme outdoor heat.

Ergonomic Assessments - At the request of the employee, the Employer will ensure that an ergonomic assessment of the employee's workplace is completed in City facilities. Solutions to identified issues/concerns will be implemented within available resources.

Air Quality Assessments - Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with the safety committee section above.

Pandemic Health and Safety - The City will follow guidelines as set by the CDC and local Public Health entities with regard to any pandemic or disease outbreak.

ARTICLE 19 - HOURS OF WORK AND OVERTIME

I. Professional, Technical, and Administrative Support Units

19.1 Eight (8) hours shall constitute a normal day's work and five (5) consecutive days a normal week's work.

19.2 Employees covered by this Agreement shall be provided a fifteen (15) minute rest period during each half of their workday except for Bridge Operators, whose workday consists of eight (8) consecutive hours of work.

19.3 Employees covered by this Agreement shall be provided a mealtime, which shall not exceed one (1) hour; except for Bridge Operators, whose workday consists of eight (8) consecutive hours of work.

19.4 All work performed in excess of the employee's regularly scheduled shift of not less than eight (8) hours in any workday or forty (40) hours in any work week shall be considered as overtime and shall be paid for at the overtime rate of one and one-half (1-1/2) times the straight-time hourly rate of pay. Consistent past practice with regard to work to be considered as "*extraordinary overtime*" shall be continued for the term of this Agreement.

NOTE: There is no past practice of work considered to be "*extraordinary overtime"* in the Police Department, except as provided per SMC 4.20.230.

A. Employees working in positions classified as Property Rehabilitation Specialist, Property Rehabilitation Specialist, Supervisor, and Research and Evaluation Assistant I assigned to the "*Lighting Lab*" at City Light shall make necessary adjustments, when approved by the City, in their normal work hours required to fulfill their job responsibilities within forty (40) hours per work week without overtime compensation.

B. Civil Rights Analysts

1. Shall make necessary adjustments when approved by the City in their normal daily work hours required to fulfill their normal job responsibilities within an average forty (40) hour workweek. If no adjustment of work hours is necessary, the employee's normal workday shall be eight (8) consecutive hours of work excluding the period designated as mealtime; provided, however, employees

shall not be expected by the City to work in excess of an average of forty (40) hours per week without overtime compensation.

2. All work required by the City in excess of forty (40) hours in a seven (7)-day period from the day in which the employee works in excess of eight (8) hours or the day in which the employee works in excess of five (5) consecutive workdays shall be considered as overtime and shall be compensated for at the overtime rate of one and one-half (1-1/2) times the employee's straight-time hourly rate of pay.

3. Accrual and use of compensatory time must be approved by the City. Where compensatory time is earned, the City must make a reasonable attempt to grant the use of compensatory time off within sixty (60) days of an employee's request. If the compensatory time is not used within a six (6) month period, the City, at its discretion after consulting the affected employee, may schedule the time off or "*pay off*" the compensatory time.

19.5 Emergency Call Back - An employee covered by this Agreement who is called back to work after completion of their regular shift or work week shall be granted at least the equivalent of two (2) hours' pay at the applicable overtime rates.

19.5.1 Definition of an Emergency Call Back - A Call Back shall be defined as a circumstance where an employee has left the work premises at the completion of their regular work shift and is required to report back to work prior to the start of their next regularly scheduled work shift. An employee who is called back to report to work before the commencement of their regular work shift shall be compensated in accordance with the Call Back provisions of this Labor Agreement; provided, however, that in the event they are called back to report to work within two (2) hours from the starting time of their next regularly scheduled work shift, they shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of their next regularly scheduled work shift, and the Call Back provision shall not apply.

19.6 When management deems it necessary, work schedules may be established other than the normal Monday through Friday schedule.

19.7 Shift changes shall be made in accordance with Section 19.30 of this agreement.

19.8 For employees covered by this Agreement, overtime shall either be paid at the applicable overtime rate or by mutual consent between the employee and their

supervisor, compensated for by compensatory time off at the applicable overtime rate and in such a manner so as not to conflict with the Fair Labor Standards Act (FLSA).

1. Scheduling the use of any compensatory time will be by mutual agreement of the employee and their supervisor.
2. A written record of compensatory time earned and used shall be maintained by the City.
3. Compensatory time may be accumulated up to one hundred and twenty (120) hours.
4. Compensatory time must be used within one (1) year of the time it is earned, or the overtime will be paid by warrant.
5. All existing side agreements and/or past practices by departments that allow for an accumulation of compensatory time that exceeds 120 hours shall not be affected by this Article.

19.9 When necessary, management can require an employee to perform work outside of their regularly scheduled work shift unless health problems prohibit the employee from performing such work. When possible, overtime work will be assigned to employees on a rotation basis within a class series among qualified employees in the work unit on the shift where such overtime work is to be performed.

19.10 A. Employees working in positions identified as Neighborhood District Coordinator and Supervising Neighborhood District Coordinator shall make necessary adjustments when approved by the City in their normal daily work hours required to fulfill their normal job responsibilities within forty (40) hours per work week. If no adjustments of work hours are necessary, the employee's normal workday shall be eight (8) consecutive hours of work excluding the period designated as mealtime; provided, however, employees shall not be expected by the City to work in excess of forty (40) hours per work week without overtime compensation.

B. Employees working in positions identified as Counselor and Registered Nurse Consultant shall, with notification to the supervisor and advance approval when foreseeable, make the necessary adjustments in their daily work hours required to fulfill their job responsibilities within a forty (40) hour work week. If no adjustments of work hours are necessary, the employee’s normal work day shall be eight (8) consecutive hours of work, excluding the period designated as meal time; provided, however, employees shall not be expected by the City to work in excess of forty (40) hours per week without overtime compensation or mutually agreed upon comp time. If a flex adjustment is unforeseeable, the employee will notify the supervisor the following day.

19.11 Employees working in positions identified as Recreation Program Specialist, and Senior Recreation Program Specialist will work an irregular schedule related to the schedule of program activities for which they are responsible, including associated activities such as staff and advisory council meetings, preparation time, development of budgets and reports, and any other duties that are part of the normal responsibility of these positions.

A. Arts, Special Populations, Outdoor Recreation, and Athletics

1. Employees in the specialty areas of art, special populations outdoor recreation and athletics will be paid for and will be expected to work eighty (80) hours at their regular rate of pay in each fourteen (14) day period even though their hours may fluctuate according to the varying time demands of activities for which they are responsible. Employees' days off will be scheduled as two (2) consecutive days occurring twice in the fourteen (14) day period whenever possible.

2. When an activity in one of these specialty areas is scheduled for overnight, a maximum of eight (8) hours of work per calendar day, during which the employee's travel and participation is required, will be credited.

3. Hours worked beyond forty (40) in a pay period will be compensated in overtime pay at the rate of one and one-half (1-1/2) times the employee's regular rate.

II. Senior Professional Unit

19.12 Eight (8) hours shall constitute a day's work and five (5) consecutive days a week's work; provided, however, other straight-time hours of work may be established by mutual written agreement between the City and the Union.

19.13 All work performed in excess of eight (8) hours in any workday or forty (40) hours in any work week shall be considered as overtime.

19.14 Employees covered by this Agreement shall be provided a mealtime that shall not exceed one (1) hour.

19.15 Overtime that has been specifically directed by an employee's immediate supervisor shall be either paid for at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay or by mutual consent compensated for by compensatory time off at the rate of one and one-half (1-1/2) times the overtime hours worked.

19.16 Overtime that is performed at the discretion of the employee, in order to expedite or facilitate their work commitment and which has the prior approval of their immediate supervisor, who is not a member of the bargaining unit, shall, at the discretion of the City, be either paid for at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay or compensated for by compensatory time off at a rate of one and one-half (1-1/2) times the overtime hours worked.

19.17 Emergency Call Back - An employee who is called back to work after the completion of their regular shift shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.

19.17.1 Definition of an Emergency Call Back - A Call Back shall be defined as a circumstance where an employee has left the work premises at the completion of their regular work shift and is required to report back to work prior to the start of their next regularly scheduled work shift. An employee who is called back to report to work before the commencement of their regular work shift shall be compensated in accordance with the Call Back provisions of this Labor Agreement; provided, however, that in the event they are called back to report to work within two (2) hours from the starting time of their next regularly scheduled work shift, they shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of their next regularly scheduled work shift, and the Call Back provision shall not apply.

19.18 When management deems it necessary, work schedules may be established other than the normal Monday through Friday schedule.

19.19 An employee who is directed to work on a holiday recognized by this Agreement shall be paid one and one-half (1-1/2) times their regular straight-time hourly rate of pay in addition to holiday pay.

19.20 When necessary, management can require an employee to perform work outside of their regularly scheduled work shift unless health problems prohibit the employee from performing such work. When possible, overtime work will be assigned to employees on a rotation basis within a class series among qualified employees in the work unit on the shift where such overtime work is to be performed.

III. Senior Business Unit

19.21 Employees working in positions covered by the Senior Business Unit shall, when necessary, be allowed to make necessary adjustments in their daily work hours required to fulfill their normal job responsibilities. If no adjustment of work hours is necessary, their workday shall normally be eight (8) consecutive hours of work except for that period designated as mealtime. Such employees shall not be expected by management to work in excess of an average of forty (40) hours per week.

19.22 The work week shall consist of forty (40) hours of work within a five (5) day period.

19.23 All work performed by employees outside of the forty (40) hour work week shall be compensated for at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay; except for those areas where past practice has established a higher rate.

19.24 Compensatory time off may be used in lieu of cash at the rate as described in Section 3 provided the employee elects to accept compensatory time. Employees may determine when they take compensatory time off, provided that this time off does not interfere with workload requirements and has prior approval from the Supervisor.

IV. All Units

19.25 A. Meal Reimbursement - When an employee is specifically directed by the City to work two (2) hours or longer at the beginning or end of their normal work shift away from their place of residence of not less than eight (8) hours or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from their place of residence as a result of such additional hours of work, the employee shall be reimbursed for the "*reasonable cost*" of such meal in accordance with Ordinance 111768. In order to receive reimbursement, the employee must furnish the City with a dated original itemized receipt from the establishment for said meal no later than the end of the following pay period; otherwise, the employee shall be paid a maximum of Twenty Dollars ($20.00) in lieu of reimbursement for the meal.

B. To receive reimbursement for a meal under this provision the following rules shall be adhered to:

1. Said meal must be eaten within a reasonable time after completion of the overtime work. Meals cannot be saved, consumed and claimed at some later date.

2. In determining "*reasonable cost*," the following shall also be considered:

   a. The time period during which the overtime is worked; and

   b. The availability of reasonably priced eating establishments at that time; and

   c. The employee's dietary needs.

3. The City shall not reimburse for the cost of alcoholic beverages.

C. In lieu of any meal compensation as set forth within this Section, the City may, at its discretion, provide a meal.

D. When an employee is called out to the field or a City facility in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to or after their normal work shift of not less than eight (8) hours, said employee shall be eligible for meal reimbursement pursuant to this section; provided, however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a maximum of Twenty Dollars ($20.00) in lieu of reimbursement for the meal.

   Any time spent consuming a meal during working hours shall be without compensation.

19.26 Four-Day Work Week and Other Alternative Work Schedules - It is hereby agreed that the City may, notwithstanding Sections 19.1, 19.5, 19.12, 19.13, 19.21, and 19.22 of this Article, upon notice to the Union, agree to a four (4) day, forty (40) hour work week or other alternative work schedule affecting employees covered by this Agreement subject to such terms and conditions established by each department. In administering the four (4) day, forty (40) hour work week and other alternative work schedules, the following working conditions shall prevail:

A. Employee participation shall be on a voluntary basis.

B. Vacation benefits shall be accrued and expended on an hourly basis.

C. Sick leave benefits shall be accrued and expended on an hourly basis.

D. Holidays shall be granted in accordance with Article 13 of this Agreement.

E. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If a holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday. This schedule will be followed unless the employee and their supervisor determine that some other day will be taken for the holiday; provided, however, that in such case the holiday time must be used no later than the end of the following pay period.

F. Employees, including those on alternate work schedules, shall receive 8 hours pay per holiday (except as identified in 13.5 and 13.6).

Employees working an alternate work schedule during a holiday work week are permitted to make scheduling or pay status adjustments as follows:

1. Employees may revert back to a 5-day/40-hour work week, in which the holiday falls, if available.

2. Employees may use vacation or compensatory time to supplement the 8-hour holiday pay to achieve full pay for the work week without making other scheduling adjustments, or at the employees' discretion, be unpaid.

3. By mutual agreement, pre-arranged between the employee and their supervisor, employees may work beyond their normal scheduled workday hours to make up holiday hours. These holiday make-up hours will not be counted as overtime and must be worked during the workweek in which the holiday falls. In the event that a request for a modified holiday work week schedule cannot be accommodated, such denial shall not be arbitrary or capricious.

NOTE: Past practice with regard to holiday pay for employees on alternate work assignments consistent with the 1991 directive on holiday pay will continue.

19.27 Whenever an employee covered by this Agreement is placed on standby duty by the City, the employee shall be available at the predetermined location to respond to emergency calls and, when necessary, return immediately to work. Employees who are placed on standby duty by the City shall be paid at the rate of ten percent (10%) of the employees' straight-time hourly rate of pay for all hours assigned. An employee

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

When an employee is required to return to work while on standby duty, the standby pay shall be discontinued for the actual hours on work duty and compensation shall be provided in accordance with Section 19.5, or Section 19.17.

19.28 Temporary Work at Other than Regular Location - Employees who are temporarily assigned to work at a location other than their regular place of employment shall receive additional compensation equivalent to two (2) hours regular base rate of pay for each night of required absence from their residence. This payment shall not apply to training.

19.29 Telecommuting – Telecommuting is an arrangement in which the employee's job duties may be performed at an alternative worksite, such as the employee's residence or a satellite office located closer to the employee's residence than the primary worksite where the employee is regularly assigned.

Nothing in this Article abridges the Employer's rights enumerated within this Agreement.

Telework is recognized by the City and its employees as a practical, feasible and durable work alternative when it benefits the City of Seattle in one (1) or more of the following ways:

A. Maintains and enhances the delivery and resilience of City services;
B. Improves employee effectiveness, productivity and morale;
C. Maximizes utilization of City of Seattle office facilities;
D. Reduces absenteeism;
E. Promotes employee health and wellness, including ergonomic health;
F. Improves employee recruitment and retention;
G. Improves air quality and reduce traffic congestion;
H. Enhances the working life and opportunities of persons with disabilities; and
I. Other reasons as defined by the appointing authority.

Telecommuting Agreement – Telecommuting is encouraged but not mandated for employees, including temporary employees. Each bargaining unit member will have the opportunity to request a telecommuting agreement. The bargaining unit member must submit the request in writing to the City.

The City and the bargaining unit member will evaluate the feasibility of a request through an interactive process consistent with Personnel Rule 9.2 - Telecommuting. The City will consider all information provided by the bargaining unit member, including but not limited to health and safety, childcare, elder care and other family care, equity and transportation needs when making the decision on whether to grant the request.

When reporting to a primary worksite is required by an "in-office" weekly minimum policy, four hours work shall constitute an "in office" shift and the minimums may be met based on an average within a pay period. "In office" will include field work such as, but not limited to, inspections, public meetings, trainings, events and work at City designated facilities, provided the employee is in paid status and performing work on behalf of the City.

The employee shall report to the employing unit's primary worksite for public-facing services when so directed.

The employee shall take reasonable precautions to protect City owned equipment, if any, from theft, damage, or misuse. It remains the employer's responsibility to insure equipment used for approved telecommuting purposes.

The decision of whether or not to grant a telecommuting agreement must be stated in writing and must include the reason(s) for the denial or approval, and provided to the employee. Supervisors will add information about telecommuting agreement eligibility to position descriptions and job postings.

Working relationship between supervisor and employee, negative performance reviews and/or employee disciplinary history unrelated to telecommuting may not be considered as the sole basis for denial of a telecommuting agreement unless the City has documented a nexus between the performance/discipline and the remote work request.

Denied telecommuting agreement requests will be reported to the union. the bargaining unit member will have the opportunity to request a reconsideration of a denial to the Appointing Authority or designee.

Changes to agreed Telecommuting Agreements – Bargaining unit members approved for telecommuting acknowledge and recognize that business and/or employee needs arise that may necessitate a temporary deviation from an approved telecommuting agreement. The City or employee shall provide as much advance notice as possible,

alternative deviations may be considered and such deviations, whenever possible, should be infrequent. The terms and conditions of individual remote work agreements shall be set forth in completed and signed remote work agreements with a copy provided to the Union.

The City or the employee may terminate a telecommuting agreement, in writing, with a minimum advance notice of thirty (30) calendar days. When the City terminates a telecommuting agreement, the employee must receive written notification stating the reason(s) for the termination. Upon receiving written notification of termination, the member may appeal the termination of the schedule to the department head. The bargaining unit member may have a union representation during an appeal meeting.

19.30 Scheduling Changes - Definitions: For the purpose of this section the following definitions shall apply:

- Work Schedule – This is an employee's assigned workdays, work shift, and days off.
- Workday – This is an employee's assigned day(s) of work.
- Work Shift – This is an employee's assigned hours of work in a workday.
- Days Off – This is an employee's assigned non-working days.

A. Extended Notice Work Schedule Change - At least fourteen (14) calendar days' advance notification shall be afforded affected employees when work schedule changes lasting longer than thirty (30) calendar days are required by the City. The fourteen (14) calendar day advance notice may be waived by mutual agreement of the employee and management, with notice to the Union.

B. Short Notice Work Schedule Change - At least forty-eight (48) hours advance notification shall be afforded affected employees when work schedule changes lasting less than thirty (30) calendar days are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first work shift worked under the new schedule.

C. Short Notice Work Shift Change - At least forty-eight (48) hours advance notification shall be afforded affected employees when work shift changes lasting less than thirty (30) calendar days are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first work shift worked under the new schedule.

ARTICLE 20 - TRANSFER, VOLUNTARY REDUCTION, LAYOFF, AND SERVICE CREDIT

20.1 Transfer

A. The transfer of an employee shall not constitute a promotion except as provided in Section 20.1C5 of this Article.

B. Intra-departmental transfers - An appointing authority may transfer an employee from one position to another position in the same class in their department without prior approval of the Seattle Human Resources Director but must report any such transfer to the Seattle Department of Human Resources within five (5) days of its effective date.

C. Other transfers may be made upon consent of the appointing authorities of the departments involved and with the Seattle Human Resources Director's approval as follows:

1. Transfer in the same class from one department to another;

2. Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.

3. Transfer, in lieu of layoff, may be made to a position in the same class to a different department upon showing that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced. The employee subject to layoff shall have this opportunity to transfer, provided there is no one on the Reinstatement Recall List for the same class for that department. If there is more than one employee eligible to transfer, in lieu of layoff, in the same job title, the employee names shall be placed on a Layoff Transfer List in order of job class seniority. Eligibility to choose this opportunity to transfer is limited to those employees who have no rights to other positions in the application of the layoff language herein including Section 20.5C.

   A department will be provided with the names of eligible employees and their job skills. The department will fill the position with the most senior employee

with the job skills needed for the position. The department may test or otherwise affirm the employee has the skills and ability to perform the work.

An employee on the Layoff Transfer List who is not placed in another position prior to layoff shall be eligible for placement on the Reinstatement Recall List pursuant to Section 20.5D.

4. Transfer, in lieu of layoff, may be made to a single position in another class in the same or a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular, trial service, or probationary employee is not displaced.

5. Transfer, in lieu of layoff, may be made to a single position in another class when such transfer would constitute a promotion or advancement in the service provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced and when transfer in lieu of layoff under Section 20.1C4 of this Article is not practicable.

6. The Seattle Human Resources Director may approve a transfer under C1, C2, C3, C4, or C5 above with the consent of the appointing authority of the receiving department only, upon a showing of circumstances justifying such action.

7. Transfer may be made to another similar class with the same maximum rate of pay in the same or a different department upon the director's approval of a written request by the appointing authority. Employees transferred pursuant to the provisions of Section 20.1 shall serve probationary and/or trial service period as may be required in Section 8.5.

20.2 Voluntary Reduction

A. A regularly appointed employee may be reduced to a lower class upon their written request stating their reasons for such reduction, if the request is concurred in by the appointing authority and is approved by the Seattle Human Resources Director. Such reduction shall not displace any regular, trial service, or probationary employee.

For employees of the Municipal Court, a regularly appointed employee may be reduced to a lower class upon their written request stating their reasons for such

reduction, if the request is approved by the Presiding Judge or designee and advanced notice is provided to the Seattle Human Resources Director. Such reduction shall not displace any regular, trial service, or probationary employee.

B The employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 20.6. Upon a showing, concurred in by the appointing authority of the department, that the reason for such voluntary reduction no longer exists, the Seattle Human Resources Director may restore the employee to their former status.

For employees of the Municipal Court, an employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 20.6. Upon a showing that the reason for such voluntary reduction no longer exists, the Presiding Judge or designee may restore the employee to their former status with advanced notice to the Seattle Human Resources Director.

20.3 Layoff - The City shall notify the Union and the affected employees in writing at least two (2) weeks in advance whenever possible, when a layoff is imminent within the bargaining unit.

20.4 Layoff for purposes of this Agreement shall be defined as:

The interruption of employment and suspension of pay of any regular, trial service, or probationary employee because of lack of work, lack of funds or through reorganization. Reorganization when used as a criterion for layoff under this Agreement shall be based upon specific policy decision(s) by legislative authority to eliminate, restrict or reduce functions or funds of a particular department.

20.5 A. In a given class in a department, the following shall be the order of layoff:

1. Interim appointees;

2. Temporary or intermittent employees not earning service credit;

3. Probationary employees *;

4. Trial service employees * (who cannot be reverted in accordance with Section 8.4B); or

5. Regular employees * in order of their length of service, the one with the least service being laid off first.

   * Except as their layoff may be affected by military service.

B. However, the City may lay off out of the order described above for one or more of the reasons cited below:

1. Upon showing by the appointing authority that the operating needs of the department require a special experience, training, or skill.

2. When (1) women or minorities are substantially underrepresented in an EEO category within a department; or (2) a planned layoff would produce substantial underrepresentation of women or minorities; and (3) such layoff in normal order would have a negative, disparate impact on women or minorities; then the Seattle Human Resources Director shall make the minimal adjustment necessary in the order of layoff in order to prevent the negative disparate impact.

C. At the time of layoff, a regular employee or a trial service employee (per 20.5A(4) above) shall be given an opportunity to accept reduction (bump) to the next lower class in a series of classes in their department or they may be transferred as provided in Section 20.1C4. An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 20.6.

D. Recall - The names of regular, trial service, or probationary employees who have been laid off shall be placed upon a Reinstatement Recall List for the same class and for the department from which laid off for a period of one year from the date of layoff.

E. Anyone on a Reinstatement Recall List who becomes a regular employee in the same class in another department shall lose their reinstatement rights in their former department.

F. Refusal to accept work from a Reinstatement Recall List shall terminate all rights granted under this Agreement; provided, no employee shall lose reinstatement eligibility by refusing to accept appointment in a lower class.

G. If a vacancy is to be filled in a given department and a Reinstatement Recall List for the classification for that vacancy contains the names of eligible employees who were laid off from that classification the following shall be the order of the Reinstatement Recall List:

1. Regular employees laid off from the department having the vacancy in the order of their length of service. The regular employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.

2. Trial service employees laid off from the department having the vacancy in the order of their length of service. The trial service employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.

3. Probationary employees laid off from the department having the vacancy without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.

4. Regular employees laid off from the same classification in another City department and regular employees on a Layoff Transfer List. The regular employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 8, Section 8.4, shall apply.

5. Trial service employees laid off from the same classification in another City department and trial service employees on a Layoff Transfer List. The trial service employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 8, Section 8.4, shall apply.

6. Probationary employees laid off from the same classification in another City department and probationary employees on the Layoff Transfer List without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.

7. The City may recall laid off employees out of the order described above upon showing by the appointing authority that the operating needs of the department require such experience, training or skill.

8. The Union agrees that employees from other bargaining units whose names are on the Reinstatement Recall List for the same classifications shall be considered in the same manner as employees of this bargaining unit, provided the Union representing those employees has agreed to a reciprocal right to employees of this bargaining unit. Otherwise, this Section shall only be applicable to those positions that are covered by this Agreement.

H. Nothing in this Article shall prevent the reinstatement of any regular, trial service, or probationary employee for the purpose of appointment to another lateral title or for voluntary reduction in class, as provided in this Article.

20.6 A. For purposes of layoff, service credit in a class for a regular employee shall be computed to cover all service subsequent to their regular appointment to a position in that class and shall be applicable in the department in which employed and specifically as follows:

B. <u>General Provisions</u>

1. After completion of the probationary period, service credit will be given for employment in the same, an equal or higher class, including service in other departments and shall include temporary or intermittent employment in the same class under regular appointment prior to the regular appointment;

2. A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position;

3. Service credit will be given for previous regular employment of an incumbent in a position that has been reallocated and in which the employee has been continued with recognized standing;

4. Credit will be given for service prior to an authorized transfer;

5. Service credit will be given for time lost during:

   a. Jury duty;

   b. Disability incurred in line of service;

c. Illness or disability compensated for under any plan authorized and paid for by the City;

d. Service as a representative of a Union affecting the welfare of City employees;

e. Service with the armed forces of the United States, including but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

C. No service credit shall be given:

1. For service of a regular employee in a lower class to which they have been reduced and in which they have not had regular standing, except from the time of such reduction.

For any employment prior to a separation from the Civil Service other than by a resignation that has been withdrawn within sixty (60) days from the effective date of the resignation and such request for withdrawal bears the favorable recommendation of the appointing authority and is approved by the Seattle Human Resources Director.

For employees at the Municipal Court, for any employment prior to a separation from the Civil Service other than by a resignation that has been withdrawn within sixty (60) days from the effective date of the resignation and such request for withdrawal bears the favorable recommendation of the Presiding Judge and is approved by the Seattle Human Resources Director.

20.7 The City agrees to support employees facing layoff by providing the Project Hire program during the term of this Agreement. If a department is hiring for a position in which the employee is qualified, and if no business reason would otherwise make the employee unsuitable for employment, the employee will be interviewed for the vacancy. This provision does not create any guarantee or entitlement to any position. The Project Hire guidelines apply.

ARTICLE 21 - BULLETIN BOARDS

21.1 The City shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining units; provided, however, that said space shall not be used for notices that are political in nature. All material posted shall be officially identified as International Federation of Professional and Technical Engineers, Local 17. A copy of all material to be posted will be provided to the appropriate departmental Labor Relations Officer, Personnel Manager, or designated representative prior to posting.

ARTICLE 22 - GENERAL CONDITIONS

22.1 Effective as the signing of this contract, a regular full-time employee covered by this Agreement who is required by the City to provide a personal automobile for use in City business on a full-time basis shall be reimbursed at the rate of Seventy-five Dollars ($75.00) per month for all miles traveled from 01 to 149 miles and shall receive Sixty Seven Cents ($.67) per mile for each additional mile.

An employee covered by this Agreement, who is required by the City to provide a personal automobile for use in City business on a periodic basis, shall for any day in which their personal automobile is so used be reimbursed at the rate of Sixty Seven Cents ($.67) per mile.

22.1.1 The cents per mile mileage reimbursement rate cited in Section 22.1 above shall be adjusted up or down to reflect the current rate. The miles traveled (01 to 149, effective as the signing of this contract) as enumerated in Section 22.1 shall be adjusted to the figure derived by dividing $75.00 by the established IRS cents per mile rate in effect on that date.

A regular full-time employee covered by this Agreement who is normally required to provide a personal automobile for use in City business on a full-time basis and is temporarily assigned to office duty for a period of three (3) months or less shall be reimbursed at the rate of Thirty Dollars ($30.00) per month while so assigned in lieu of the above mileage payment.

22.2 An employee covered by this Agreement, who obtains a Washington State Professional Engineer's, Architect's, Landscape Architect's, or Land Surveyor's license on or after consummation of this Agreement, shall have the original cost of the license paid by the City, and an employee covered by this Agreement who currently holds such a license, regardless of when obtained, shall have the annual renewal fee for said license paid by the City; provided, however, that the employee must be working in a classification relevant to the license obtained and/or held by said employee. An employee covered by this Agreement shall also receive their regular straight-time salary while taking the examination applicable to the above licenses during a normal workday.

An employee in the Human Services Department, who is required to be a Licensed Registered Nurse, shall have the annual renewal fee for said license paid by the City.

22.3 Whenever an employee covered by this Agreement is temporarily assigned by the department head or designee to work, i.e., perform their regular duties, at a location

other than their normal place(s) of employment, any time, less meal time, consumed in traveling to and from the new location, shall be considered part of the workday. Any time consumed in this travel, less meal time, which is outside of the employee's regular working hours, shall be compensated at the applicable overtime rate.

The above provision does not apply to travel time from one's usual place of residence to their place of work, nor does it apply to travel time for seminars, conventions, etc., unless specifically authorized in writing by proper authorities.

22.4 All written policies and procedures addressing working conditions enumerated in this Agreement promulgated by departments employing individuals covered by this Agreement shall be furnished to the Union.

22.5 Protective and specialized clothing will continue to be provided per existing departmental practice through the duration of this Agreement to employees covered by this Agreement.

22.6 In accordance with SMC 4.64, as amended, the City agrees to defend and pay any proper claim against City employees in connection with any claims for damage and/or litigation arising from conduct, acts or omissions of such employees in the scope and course of their employment with the City of Seattle.

22.7 Transit Subsidy - The City shall provide a transit subsidy benefit consistent with SMC 4.20.370. Effective January 1, 2020, the City proposes to increase the Commute Trip Reduction ("CTR") parking benefit cost to the employee from $7.00 to $10.00.

22.7.1 Flexcar Program - If the City intends to implement a flexcar program in a manner that would constitute a benefit for any employee(s) represented by a Union that is a member of the Coalition of City Unions, the parties agree to open negotiations to establish the elements of said program that are mandatory subjects of bargaining prior to program implementation.

22.7.2 Public Transportation & Parking - The City shall take such actions as may be necessary so that employee costs directly associated with their City employment for public transportation and/or parking in a City owned facility paid through payroll deduction will be structured in a manner whereby said costs are tax exempt, consistent with applicable IRS rules and regulations. Said actions shall be completed for implementation of this provision no later than January 1, 2003.

22.7.3 Parking Past Practice - The parties acknowledge and affirm that a past practice shall not have been established obligating the City to continue to provide employee parking in an instance where employees were permitted to park on City property at their work location if the City sells the property, builds on existing parking sites, or some other substantial change in circumstance occurs. However, the City shall be obligated to bargain the impacts of such changes.

22.8 Bridge Operators

A. A Bridge Operator assigned to the shop shall be compensated at the Senior Bridge Operator rate of pay while so assigned.

B. The City will provide and maintain binoculars for Bridge Operator use on bridges within the City of Seattle.

C. Whenever a vacancy occurs on a particular bridge/shift, assignment to fill the vacancy shall be made on the basis of classification seniority and ability.

D. The method of selecting vacations for Bridge Operators shall be continued in accordance with present practice.

E. A Bridge Operator who is regularly scheduled to work a holiday as designated in Article 13 shall be paid one and one-half (1 1/2) times the regular hourly rate for working the holiday and in addition, they shall receive either eight (8) hours' pay at the straight time rate of pay or eight (8) hours' accumulated time to be taken off at a later date. A Bridge Operator whose work schedule is such that they are normally off on a given holiday shall receive either eight (8) hours' pay in lieu of the holiday or a deferred day off. The above choices relative to holiday compensation for all holidays in the ensuing year shall be made in writing during the month of January. If a Bridge Operator does not make a choice during the month of January, the optional holiday compensation shall be deferred time.

A Bridge Operator who elects to receive eight (8) hours' accumulated time off as stated above in lieu of eight (8) hours' pay as part of holiday premium pay may, during any given calendar year, use up to two (2) days of such accumulated time for special time off. A request for such time off must be made in advance, and approval of same will be at the discretion of the City and is also contingent upon available manpower without resort to an overtime situation. An employee who uses such time will lose an equivalent amount of accumulated holiday time for use in the ensuing calendar year corresponding to the number of such days used. For

example, if an employee used two (2) accumulated holidays for purposes of special time off during any year, they would only be eligible for ten (10) days of accumulated holiday time during the following calendar year instead of twelve (12) days.

F. Bridge Operator and Senior Bridge Operator, when responsible for two or more bridges from a single location, shall receive Sixty Cents ($.60) per hour for each hour of work in addition to their regular salary. The premium of Sixty Cents ($.60) per hour shall be applicable to sick leave, holidays, vacation, and overtime. No operator shall be assigned to the bridge/shift where two or more bridges are being operated from the same location on a permanent basis until the operator's probationary period is completed.

G. Vacation relief Bridge Operators are not guaranteed two (2) consecutive days off and their hours of work shall be calculated within a two (2) week pay period.

H. Overtime for vacation relief Bridge Operator shall be for work in excess of eight (8) hours in any workday or forty (40) hours in a payroll week.

I. The method of effecting time trades among Bridge Operators shall be continued in accordance with present practice; provided, however, such trades shall not involve or require any overtime payments by the City; provided, further, the Bridge Operator who initiates such a trade must authorize the transfer of the appropriate amount of compensatory time from their record to the compensatory time record of the Bridge Operator who has agreed to work as a substitute during the time agreed. When necessary, individuals who do not have compensatory time accrued may be permitted to go on deduct for the purpose of effecting a time trade. All time trades between or among Bridge Operators are subject to approval by their supervisors.

22.9 Seattle Center

A. Uniforms - At Seattle Center the City shall provide and clean uniforms on a reasonable basis whenever employees are required by the City to wear uniforms.

B. Identification Cards - At Seattle Center picture identification cards may be issued to employees by the City, and if so, shall be worn in a sensible but conspicuous place on their person by all such employees. Any such picture identification cards shall identify the employee by first name and last name initial (or at the employee's option, first name initial and last name), employee number, job title, and photograph only. The City shall pay the replacement fee for a card that is lost no

more frequently than once in any eighteen (18) month period of time. Otherwise, if a card is lost or mutilated by the employee, there will be a replacement fee of three dollars ($3.00). The cost of replacing a card damaged due to normal wear and tear will be borne by the City and not be the responsibility of the employee.

C. Seattle Center Employee Monorail Use - Seattle Center employees shall be permitted to continue to ride the Monorail without charge provided such use is now limited to travel to start the employee's work shift; travel on City business; travel on meal breaks or between split shifts; and/or travel from work at the end of the employee's work shift. Seattle Center employees may be required to provide proper identification and shall be required to yield space to paying passengers.

A. Employee Parking - The Seattle Center shall continue its practice of providing parking without charge on a space available basis to Seattle Center employees covered by this Agreement who were in regular (as opposed to temporary) full-time or part-time status prior to November 4, 1987. Seattle Center employees who attain regular employment status following November 4, 1987 of this Agreement and who desire parking privileges shall pay Twenty Dollars ($20.00) a month for parking during working hours only, or Twenty-five Dollars ($25.00) a month for parking during working hours and all other hours.

E. Seattle Center Parking – During the term of this agreement the Unions listed agrees to negotiate Seattle Center Parking changes with the City.

22.10 Shift Differential Pay - An employee who is scheduled to work not less than four (4) hours of their regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premiums for all scheduled hours worked during such shift.

Effective January 1, 2023, employees, to include temporary employees, who are scheduled to work not less than four (4) hours of their regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premiums for all scheduled hours worked during such shift:

SWING SHIFT	GRAVEYARD SHIFT
$1.25 per hour	$1.75 per hour

The above shift premium shall apply to time worked as opposed to time off with pay with the exception of sick leave; and therefore, for example, the premium shall not apply to vacation, holiday pay, bereavement/funeral leave, etc. The shift differential will be paid to employees working overtime only if they work four (4) or more

consecutive hours on the extra shift, in which case it will be paid for all hours of overtime work for that shift.

Shift definition shall be governed by department practice except in the Police Department where the swing shift period shall encompass the hours from 3:30 p.m. to 11:30 p.m., and the graveyard shift period shall encompass the hours from 11:30 p.m. to 7:30 a.m.

22.11 Alternative Dispute Resolution (ADR) - The City and the Union encourage the use of the City's Office of the Employee Ombud Dispute Resolution Program or other alternative dispute resolution (ADR) processes to resolve non-contractual workplace conflicts/disputes. Participation in the program or in an ADR process is confidential and entirely voluntary.

22.12 Correction of Payroll Errors - In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two (2) pay periods; and, upon written notice, an overpayment shall be corrected as follows:

A. If the overpayment involved only one (1) paycheck;

   1. By payroll deductions spread over two (2) pay periods; or

   2. By payments from the employee spread over two (2) pay periods.

B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than Twenty-five Dollars ($25) per pay period.

C. If an employee separates from the City service before an overpayment is repaid, any remaining amount due the City will be deducted from the employee's final paycheck(s).

D. By other means as may be mutually agreed between the City and the employee. The Union representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

22.13 Ethics and Elections Commission - Nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of

Ethics, including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement and, as such, are not subject to the Grievance procedure contained within this Agreement. Records of any fines imposed, or monetary settlements shall not be included in the employee's personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court.

In the event the employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline shall apply. No record of the disciplinary recommendations by the Commission shall be placed in the employee's personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.

22.14 Meal Reimbursement While on Travel Status – An employee shall be reimbursed for meals while on travel status at the federal per diem rate. An employee will not be required to submit receipts for meals and may retain any unspent portion of an advance cash allowance for meals.

22.15 Public Disclosure Request - The City shall promptly notify the affected employee and the Union when the City receives a public disclosure request that seeks personal identifying information of an employee such as birthdate, social security number, home address, home phone number. The City shall not disclose information that is exempt from public disclosure. This Section shall be exempt from Article 6 Grievance Procedure.

22.16 For the duration of this agreement, the Union and the City agree to re-open this collective bargaining agreement, upon receipt by the Union of a demand by the City, for the following mandatory subjects of bargaining:

A. Changes arising from or related to the Washington Paid Family and Medical Leave Program (Title 50A RCW) including, but not limited to, changes to the City's current paid leave benefit which may arise as a result of final rulemaking from the State of Washington.

B. Changes associated with revisions made to the Affordable Care Act (ACA).

C. The Union agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Race and Social Justice Initiative (RSJI) efforts.

22.17 Temporary Employment - The parties agree that the City's Temporary Employment philosophy and practices will be part of the Labor Management Leadership Committee (LMLC) Workplan.

22.18 Contracting Out - Contracting out will be a part of the LMLC work plan for 2024-2025.

22.19 Sick Leave Donation Program - A Labor Management Committee will be established for the purpose of proposing rules and procedures for a new, program. The LMC will be to develop consistent, transparent and equitable proposals for processes across all departments within the City. The LMC shall also explore proposals to lower the minimum leave bank required to donate sick leave and permit donation of sick leave upon separation from the City. The LMC must consult with the Office of Civil Rights to ensure compliance with the City's Race and Social Justice Initiative. Once the LMC has developed its list of proposals, the City and Coalition of City Unions agrees to reopen the contract on this subject.

22.20 Work/Life Support Committee (WLSC) - A Side Letter of Agreement will be established depicting the following:

1) Purpose - The Work/Life Support Committee (WLSC) shall be a citywide Labor Management Committee to promote an environment for employees that supports and enhances their ability to meet their responsibilities as employees of the City of Seattle and support their work life balance. The WLSC may provide recommendations to the Mayor and City Council on programs and policies that further support the work life balance.

2) Workplan - The WLSC shall develop an annual workplan to identify programs and policies that promote a work life balance for city employees. These may include, but are not limited to, dependent care subsidy/support program for eligible employees, enhancing alternative work arrangements, flexible work hours, job sharing, on-site/near site child care, expanding definition of family for access to leave benefits, shift swaps, resource and referral services, emergency level, and back-up care. This committee may conduct and make recommendations no later than March 31 of each year.

3) Membership - The membership of WLSC shall be made up of the Mayor or designee, the Director of Labor Relations or designee, up to five Directors or designee from city departments, members designated by the Coalition of City Unions at equal numbers as the management representatives. If a CCU designee is

a city employee, they shall notify their supervisor and management will not unreasonably deny the participation on paid release time on the WLSC.

4) Meetings - The WLSC shall meet at least four (4) times per calendar year. The WLSC may meet more frequently if necessary if all parties agree.

5) Additional Resources - The WLSC may establish workgroups that include other department representatives and/or subject matter experts. These subcommittees shall conform with rules established by the WLSC.

6) The WLSC and its subcommittee(s) shall not have the authority to change, amend, modify or otherwise alter collective bargaining agreements.

22.21 Work Outside of Classification – During the duration of this agreement the City and Union agree to discuss the current processes and procedures of Out of Classification assignments.

22.22 Boot and Clothing Allowance/Reimbursements - During the duration of this agreement the City and Union agree to discuss the examination and quantification of the City's boot and clothing allowances/reimbursements. These discussions will include the parties' mutual interest in developing consistent, equitable and transparent policies for the same.

22.23 No later than sixty (60) days after the full ratification of this Agreement, the Parties agree to initiate interest-based bargaining (IBB) on the subject of Change Team co-lead compensation, workload balance, and workplace protections. The Parties further agree that both the Director of Human Resources or designee(s), equal numbers of management and labor representatives and up to six (6) members of department Change Teams will be members of the IBB negotiation team. Upon completion of IBB, the Parties may agree by mutual consent to reopen this Agreement to incorporate agreed upon language. The Parties acknowledge that any new or modified language developed in IBB may need parameter approval from the LRPC and adoption by the Seattle City Council in order to be enforceable.

22.24 Union Leave

Upon written request, a regular employee elected or appointed to a Union office that requires all of their time will be given a leave of absence without pay from work, not to exceed one (1) year, with approval of the appointing authority based on the business needs of the department. The appointing authority will respond to such requests in

writing within fourteen (14) calendar days. Should the appointing authority reject a request for Union Leave, the written response will include an explanation of the business need for the denial. Requests for Union Leave will not be unreasonably denied.

Leave may not be approved for more than one (1) employee at a time per Department. To be eligible for union leave under this provision, the employee must not currently be serving a probation or trial service.

A regular employee designated by the Union to serve on official union business that requires a part of their time will be given a leave of absence without pay from work, provided it can be done without detriment to City services and at least forty-eight (48) hours written notice is given to the Director. The employee will not suffer a loss of bargaining unit seniority rights and will accumulate the same during such leave.

The parties agree that at the City's sole discretion, the leave may be terminated in the event of layoff. The City will provide one month notice before recalling an employee. The parties further agree that the City may at its sole discretion hire term limited temporary employees to backfill for the absent employee.

22.25 The City and the Coalition of City Unions recognize a common interest in supporting employees by increasing access to safe, affordable, and quality dependent care services.

To meet this interest, the Parties will convene a joint Task Force to study options for a possible child and dependent care benefit program, including the possibility of a multi-employer dependent care voucher program. The joint Task Force shall be made up of equal numbers of labor representatives and representatives of the City.

The Task Force assessment should include an analysis of the need for dependent care by City employees, affordability, quality, location of child and adult care providers, and the administrative infrastructure needed to oversee the program. The assessment should also include an analysis of the costs and benefits of a dependent care benefit program and possible revenue sources such as the potential excess Health Insurance Rate Stabilization Fund. By mutual agreement, the Task Force may consult with outside experts to help with the assessment.

The Task Force shall provide a written report, with its analysis and recommendations, no later than end of year 2024.

22.26 <u>Encampment Clean-Up Safety and Compensation</u>

The Parties agree to examine the City's safety protocols and encampment premium as each relates to homeless encampment clean-up. During the term of this Agreement, the City and impacted Coalition unions agree to meet and discuss existing practices and to consider potential improvements to the existing safety protocols and encampment premium. Should the Parties reach agreement in principle on any changes to the safety protocols, the City agrees, subject to the approval of the City Council and the Mayor, to reduce such agreement to writing.

22.27 Utility Account Representative (UAR) II Promotion

The current practice that allows for UAR I employees in the Seattle Public Utilities (SPU) Contact Centre to promote to the UAR II classification will continue. However, if a UAR I has not been promoted under the current practice, they will automatically be promoted to UAR II on their fifth year anniversary working as an FTE UAR I. This will apply retroactively and prospectively.

22.28 Upon qualifying for the Seattle Special Police Commission, Seattle Center Security Program Specialists shall be paid a premium of an additional two (2) percent of the top step of their base hourly pay rate.

22.29 Tennis Instructor Court Assignment

Whenever a vacancy occurs on a particular shift due to absence, any assignment to fill the vacancy to teach the scheduled tennis instruction class shall:

1. Be filled by a substitute or supervisor. In the event either are not available the following will apply:

2. Fill any such vacancy using a baseball style rotation list based on City seniority where the most senior tennis instructor is chosen first, and the least senior tennis instructor is at the bottom of the list and is chosen last. Where the most senior tennis instructor on the list is unavailable, the next most senior tennis instructor will be contacted until a person accepts the assignment or the list is exhausted.

3. Where a tennis instructor is assigned more than one tennis court due to a vacancy occurring on a particular shift, that person will be paid a three dollar ($3) an hour premium for the remainder of the assigned shift in which that person is staffing more than one tennis court.

The Parties agree that a standing topic of discussion at labor management meetings will be the assignment of tennis instructors until the matter is resolved to the satisfaction of both Parties.

22.30 Accretion of Newly Certified Bargaining Units

Upon issuance of certification of representation for a newly accreted bargaining unit by the Public Employment Relations Commission and prior to bargaining any additional terms and conditions of employment, all bargaining unit members shall have the right to union representation in any meeting in which the employee reasonably believes may lead to discipline. For newly accreted bargaining units in which the employees are not Civil Service exempt, just cause will be required for discipline. Moreover, employees who are not Civil Service exempt and who choose to file a grievance under Personnel Rule 1.4 – Employee Grievance Procedure will also have the right to union representation in the grievance hearing.

Upon mutual agreement between the Union and the City around the specific hours, wages, and working conditions that are still subject to bargaining in the accretion process, the employees within a newly certified unit will have access to all articles/provisions of the collective bargaining agreement (CBA) except those which have been mutually identified by the Union and City as needing to be bargained. Once the Union and the City have bargained any outstanding hours, wages, and working conditions, the newly accreted employees will have access to the complete provisions of the CBA, subject to any limitations, modifications, or exceptions included in the accretion letter and/or by the employee's Civil Service status.

22.31 Effective January 4, 2023, all employees covered by this Agreement in the Counselor series who are assigned to Health One shall be paid a five dollar ($5) per hour premium for all hours worked.

22.32 Effective January 4, 2023, employees in the classification of Solid Waste Field Representative, Lead who voluntarily obtain a Seattle Special Police Commission shall be paid a premium of an additional two percent (2%) for all hours worked.

ARTICLE 23 - DISCIPLINARY ACTIONS

23.1 The City may suspend, demote, or discharge an employee for just cause.

23.2 The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:

A. Verbal warning;

B. Written reprimand;

C. Suspension;

D. Demotion; or

E. Termination.

Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct.

23.3 In cases of suspension or discharge, the specified charges and duration, where applicable, of the action shall be furnished to the employee in writing not later than one (1) working day after the action became or becomes effective. An employee may be suspended for just cause pending demotion or discharge action.

23.4 An employee covered by this Agreement must, upon initiating objections relating to disciplinary action, use either the grievance procedure contained herein or pertinent procedures regarding disciplinary appeals to the Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and Civil Service Commission procedure relative to the same disciplinary action.

23.5 Nothing in this Article shall be construed as being in conflict with Section 6.8 of this Agreement and the therein referenced Memorandum of Agreement.

23.6 The City will not reduce a regular employee’s hours as a means of and/or in lieu of addressing disciplinary matters.

23.7 Provided an employee has received no further or additional discipline in the intervening period, a verbal warning or written reprimand may not be used for progressive discipline after two (2) years other than to show notice of any rule or policy at issue.

23.8 Discipline that arises as a result of a violation of workplace policies of City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence, shall not be subject to Section 23.7 of this agreement.

ARTICLE 24 - LABOR-MANAGEMENT COMMITTEES

24.1 The City and Union agree to hold labor-management meetings as necessary. These meetings will be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this Agreement. Subjects for discussion at labor-management meetings during the term of this Agreement shall be as agreed by the parties. The Union shall be permitted to designate members and/or stewards in affected department(s) to assist its Union Representatives in such meetings. The purpose of labor-management meetings is to deal with matters of general concern to the Union and management.

24.1.1 Interdepartment Labor-Management Committees will be a forum for addressing workplace issues that affect more than one City department. Membership will be made up of management from the affected departments, Labor Relations, Local 17 Union Representatives, and employees/stewards from the participating departments.

24.1.2 Intradepartment Labor-Management Committees will be a forum for addressing issues in a single department. Membership will be made up of management, Labor Relations, Local 17 Union Representatives, and employees/stewards. This committee will also be the vehicle that charters Employee Involvement Committees.

24.1.3 Work Unit Labor-Management Committees will be a forum for addressing issues that affect a work unit in one department. Membership will be made up of management, Labor Relations, Local 17 Union Representatives, and employees/stewards.

Note: 24.1.1, 24.1.2, and 24.1.3 may include Union Representatives from other Unions.

24.2 The Labor-Management Leadership Committee will be a forum for communication and cooperation between labor and management to support the delivery of high-quality, cost-effective service to the citizens of Seattle while maintaining a high-quality work environment for City employees.

The management representatives to the committee will be determined in accordance with the Labor-Management Leadership Committee Charter. The Coalition of the City Unions will appoint a minimum of six (6) labor representatives and a maximum equal to the number of management representatives on the Committee. The Co-Chairs of the Coalition will be members of the Leadership Committee.

24.3 Labor and management support continuing efforts to provide the best service delivery and the highest quality service in the most cost-effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing workplace issues, including administrative and service delivery productivity, efficiency, quality control, and customer service.

Labor and management agree that, in order to maximize participation and results from the Employee Involvement Committees ("EICs") no one will lose employment or equivalent rate of pay with the City of Seattle because of efficiencies resulting from an EIC initiative.

In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate their rights under this employment security provision.

ARTICLE 25 - SUBORDINATION OF AGREEMENT

25.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, City Charter, and state law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal law, City Charter, or state law are paramount and shall prevail.

25.2 It is also understood that the parties hereto and the employees of the City are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE 26 - SAVINGS CLAUSE

26.1 If an article of this Agreement or any addenda thereto is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any article is restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

26.2 If the City Charter is modified during the term of this Agreement and any modifications thereof conflict with an express provision of this Agreement, the City and/or the Union may reopen, at any time, for negotiations the provisions so affected.

ARTICLE 27 - ENTIRE AGREEMENT

27.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

27.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter, whether or not specifically referred to or covered in this Agreement.

ARTICLE 28 - TERM OF AGREEMENT

28.1 This Agreement shall become effective upon execution by both parties or January 1, 2023, whichever is later, and shall remain in effect through December 31, 2026. No grievance or claim alleging a violation regarding the terms of this Agreement shall be filed or pursued by the City or the Union or its members involving any situations occurring before the execution of this Agreement by both parties except: (1) to enforce implementation of a provision that specifically provides for retroactivity; and/or (2) to pursue a grievance that has already been timely filed prior to the execution of this Agreement; and/or (3) to pursue a grievance regarding an incident that occurred close enough to the execution date of this Agreement for the Union to still be within the threshold time limits for filing a grievance involving that incident under the Grievance Procedure provisions of this Agreement. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90), but not more than one hundred twenty (120), days prior to December 31, 2026. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement, and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

28.2 In the event that negotiations for a new Agreement extend beyond the anniversary date of this Agreement, the terms of this Agreement shall remain in full force and effect until a new Agreement is consummated or unless consistent with RCW 41.56.123, the City serves the Union with ten (10) days' notification of intent to unilaterally implement its last offer and terminate the existing Agreement.

Signed this _____ day of _____, 2024.

Executed under authority of Ordinance #_____

PROTEC17,

_____
Karen Estevenin, Executive Director

CITY OF SEATTLE

_____
Bruce Harrell, Mayor

Mark Watson, Union Representative	Shaun Van Eyk, Director of Labor Relations
Steven Pray, Union Representative	City Representative
Alisha Gregory Davis, Union Representative	City Representative
Kaite Mark, Union Representative	City Representative
Bargaining Committee Member	City Representative
Bargaining Committee Member	City Representative
Bargaining Committee Member	City Representative
Bargaining Committee Member	City Representative

PROTEC17

Appendix A

Professional Unit

A.1 Hourly Base Wage Rates as of January 4, 2023:

	Step 1	Step 2	Step 3	Step 4	Step 5
Accountant	37.67	39.16	40.56	42.21	43.88
Accountant,Prin BU	47.96	49.71	51.70	53.78	55.86
Admin Staff Analyst BU	42.08	43.74	45.51	47.20	49.01
Admin Staff Asst BU	36.80	38.29	39.73	41.24	42.90
Arts Prgm Spec	38.29	39.73	41.24	42.90	44.70
Arts Prgm Spec,Sr	43.74	45.51	47.20	49.01	50.90
Arts Prgm Supv	47.20	49.01	50.90	52.95	55.03
Bldg Energy Res Spec	53.27	55.23	57.46	59.76	62.07
Bldg Plans Examiner(E)-BU	44.95	46.83	48.56	50.33	52.35
Bldg Plans Examiner,Sr -BU	52.01	54.01	56.17	58.39	60.55
Bldg Plans Examiner-BU	48.29	50.07	52.01	54.01	56.17
Capital Projects Coord	49.71	51.70	53.81	55.89	58.10
Capital Projects Coord,Asst	46.22	47.95	49.71	51.70	53.81
Capital Projects Coord,Sr	56.99	59.33	61.65	64.07	66.49
Civil Engr,Assoc	50.63	52.60	54.72	56.93	59.09
Civil Engr,Asst I	40.88	42.53	44.19		
Civil Engr,Asst II	42.53	44.19	45.86	47.70	49.57
Civil Engr,Asst III	45.86	47.70	49.57	51.57	53.54
Com Garden Coord	38.56	40.03	41.61	43.24	44.95
Comms Engr,Assoc	46.71	48.60	50.48	52.49	54.53
Conserv Policy Analyst	49.95	51.96	53.96	56.12	58.21

Counselor	36.27	37.63	39.16	40.63	42.17
Counselor,Asst	27.97	28.98	30.06	31.17	32.31
Counselor,Sr	38.37	39.83	41.41	43.03	44.73
Crime Prev Coord	39.83	41.41	43.03	44.73	46.53
Early Ed Spec	39.73	41.24	42.90	44.70	46.35
Electrical Engr,Assoc	50.63	52.60	54.72	56.93	59.09
Electrical Engr,Asst I	40.88	42.53	44.19		
Electrical Engr,Asst II	42.53	44.19	45.86	47.70	49.57
Electrical Engr,Asst III	45.86	47.70	49.57	51.57	53.54
Emergency Prep Ofcr BU	42.08	43.74	45.51	47.20	49.01
Energy Mgmt Analyst	51.47	53.51	55.64	57.84	60.10
Energy Mgmt Analyst,Asst	44.97	46.67	48.43	50.35	52.26
Energy Mgmt Analyst,Sr	55.15	57.17	59.46	61.86	64.25
Energy Planning Analyst	43.55	45.28	47.10	48.84	50.73
Energy Res&Eval Analyst	46.35	48.04	49.95	51.96	53.96
Environmental Analyst,Assoc	45.28	47.10	48.84	50.73	52.68
Environmental Analyst,Sr	51.70	53.78	55.86	58.09	60.25
Equip&Facilities Coord BU	40.90	42.50	44.18	45.96	47.67
Equip&Facils Coord,Sr BU	44.18	45.96	47.67	49.50	51.41
Events Booking Rep	37.53	38.96	40.50	42.08	43.74
Events Booking Rep,Sr	42.08	43.74	45.51	47.20	49.01
Exec Asst BU	49.95	51.96	53.96	56.12	58.21
Exec Asst,Sr BU	51.96	53.96	56.12	58.21	60.43
Fair Hearing Coord	40.35	41.90	43.56	45.21	46.96
Financial Analyst,Asst	34.62	36.02	37.44	38.83	40.32
Financial Analyst,Sr-BU	47.96	49.71	51.70	53.78	55.86
Financial Analyst-HSD	43.55	45.28	47.10	48.84	50.73
Fleet Mgmt Analyst BU	42.08	43.74	45.51	47.20	49.01

Grants&Contracts Spec,Sr	38.29	39.73	41.24	42.90	44.70
Graphic Arts Supv	37.85	39.23	40.83	42.39	44.23
Human Svcs Coord	35.49	36.92	38.28	39.73	41.31
Human Svcs Coord,Asst	31.09	32.23	33.58	34.83	36.18
Human Svcs Prgm Supv	42.93	44.62	46.42	48.14	49.99
Human Svcs Prgm Supv,Sr	46.42	48.14	49.99	51.92	54.01
Info Technol Prgmmer Analyst	42.08	43.74	45.51	47.20	49.01
Info Technol Spec	36.80	38.29	39.73	41.24	42.90
Info Technol Systs Analyst	44.70	46.35	48.04	49.95	51.96
IT Prgmmer Analyst-Spec	42.39	44.23	45.89	47.66	49.54
Landscape Architect	50.24	52.05	54.17	56.32	58.49
Latent Print Supv	47.92	49.67	51.65	53.73	55.79
Marine Equip Svcr BU	39.73	41.24	42.90	44.70	46.35
Marketing Dev Coord	46.35	48.04	49.95	51.96	53.96
Materials Engr	48.36	50.32	52.24	54.36	56.43
Materials Engr,Assoc	48.36	50.32	52.24	54.36	56.43
Mechanical Engr,Assoc	50.63	52.60	54.72	56.93	59.09
Mechanical Engr,Asst I	40.88	42.53	44.19		
Mechanical Engr,Asst II	42.53	44.19	45.86	47.70	49.57
Mechanical Engr,Asst III	45.86	47.70	49.57	51.57	53.54
Mechanical Plans Engr	50.95	52.99	55.13	57.26	59.54
Mechanical Plans Engr(E)	47.10	48.84	50.73	52.68	54.79
Methods Analyst,Assoc	41.69	43.24	44.96	46.71	48.60
Methods Analyst,Asst	35.77	37.17	38.52	40.09	41.69
Mgmt Systs Analyst BU	42.08	43.74	45.51	47.20	49.01
Mgmt Systs Analyst, Asst BU	36.80	38.29	39.73	41.24	42.90
Mgmt Systs Analyst,Sr BU	49.95	51.96	53.96	56.12	58.21
Naturalist	32.26	33.45	34.80	36.19	37.53

Paralegal - OCR	36.80	38.29	39.73	41.24	42.90
Paralegal BU	36.80	38.29	39.73	41.24	42.90
Paralegal-Law BU	37.53	38.96	40.50	42.08	43.74
Permit Process Leader, Entry	49.71	51.70	53.78	55.85	58.09
Photo/Reprographics Supv	41.00	42.61	44.28	45.99	47.86
Photographic Svcs Supv	41.00	42.61	44.28	45.99	47.86
Planning Analyst,Asst	35.77	37.17	38.52	40.09	41.69
Planning&Dev Spec I	40.50	42.08	43.74	45.51	47.20
Planning&Dev Spec II	43.74	45.51	47.20	49.01	50.90
Planning&Dev Spec,Sr-BU	49.95	51.96	53.96	56.12	58.21
Planner,Assoc	46.71	48.60	50.48	52.49	54.53
Planner,Asst I	35.77	37.17	38.52	40.09	41.69
Planner,Asst II	39.23	40.83	42.39	44.23	45.89
Property Mgmt Spec	52.95	55.03	57.06	59.28	61.48
Public Ed Prgm Spec	36.55	37.89	39.33	40.89	42.49
Public/Cultural Prgms Spec,Sr	42.08	43.74	45.51	47.20	49.01
Public Relations Spec	36.19	37.53	38.96	40.50	42.08
Power Analyst	49.41	51.41	53.37	55.54	57.65
Real Property Agent,Sr	52.56	54.66	56.83	59.09	61.28
Registered Nurse Consultant	43.48	45.16	46.92	48.78	50.73
Safety & Health Spec,Sr-BU	49.26	51.16	53.22	55.31	57.34
Safety & Health Spec-BU	45.73	47.43	49.26	51.16	53.22
Structural Plans Engr	56.04	58.28	60.63	62.96	65.45
Structural Plans Engr(E)	48.28	50.06	51.99	54.00	56.16
Technical Writer	36.97	38.44	39.86	41.39	43.03
Tennis Instructor	28.74	29.93	31.00	32.23	33.34
Transportation Planner,Assoc	47.96	49.71	51.70	53.78	55.86
Transportation Planner,Asst	39.64	41.12	42.69		

Training & Ed Coord - BU	38.96	40.50	42.08	43.74	45.51
Urban Design Planner	46.71	48.60	50.48	52.49	54.53
Victim Advocate BU	35.74	37.08	38.58	40.03	41.55
Video Spec I BU	34.80	36.19	37.53	38.96	40.50
Video Spec II BU	42.08	43.74	45.51	47.20	49.01
Water Quality Analyst	39.61	41.18	42.79	44.48	46.27
Water Quality Analyst,Sr	43.04	44.74	46.54	48.27	50.13
Water Quality Analyst,Supv	46.76	48.50	50.36	52.30	54.41

* The scope of Union representation of the title Accountant is limited to all full-time and regular, part-time accountants.

A.2 Hourly Base Wage Rates as of January 3, 2024:

	Step 1	Step 2	Step 3	Step 4	Step 5
Accountant	40.48	42.07	43.58	45.36	47.14
Accountant,Prin BU	50.12	51.94	54.03	56.20	58.37
Admin Staff Analyst BU	43.98	45.71	47.55	49.32	51.22
Admin Staff Asst BU	38.46	40.02	41.52	43.10	44.83
Arts Prgm Spec	40.02	41.52	43.10	44.83	46.71
Arts Prgm Spec,Sr	45.71	47.55	49.32	51.22	53.19
Arts Prgm Supv	49.32	51.22	53.19	55.33	57.51
Bldg Energy Res Spec	55.66	57.72	60.04	62.44	64.86
Bldg Plans Examiner(E)-BU	47.74	49.74	51.58	53.46	55.60
Bldg Plans Examiner,Sr -BU	55.62	57.76	60.08	62.45	64.76
Bldg Plans Examiner-BU	52.12	54.04	56.13	58.29	60.63
Capital Projects Coord	51.94	54.03	56.23	58.41	60.71
Capital Projects Coord,Asst	48.30	50.11	51.94	54.03	56.23
Capital Projects Coord,Sr	59.56	61.99	64.42	66.95	69.48
Civil Engr,Assoc	55.26	57.41	59.73	62.14	64.50

Civil Engr,Asst I	44.10	45.89	47.68		
Civil Engr,Asst II	45.89	47.68	49.48	51.47	53.49
Civil Engr,Asst III	49.48	51.47	53.49	55.65	57.77
Com Garden Coord	42.35	43.96	45.70	47.49	49.36
Comms Engr,Assoc	48.82	50.79	52.76	54.85	56.98
Conserv Policy Analyst	52.20	54.30	56.39	58.65	60.83
Counselor	39.49	40.97	42.63	44.23	45.92
Counselor,Asst	30.45	31.55	32.73	33.93	35.17
Counselor,Sr	41.78	43.37	45.09	46.85	48.70
Crime Prev Coord	42.85	44.54	46.29	48.11	50.05
Early Ed Spec	41.52	43.10	44.83	46.71	48.43
Electrical Engr,Assoc	55.26	57.41	59.73	62.14	64.50
Electrical Engr,Asst I	44.10	45.89	47.68		
Electrical Engr,Asst II	45.89	47.68	49.48	51.47	53.49
Electrical Engr,Asst III	49.48	51.47	53.49	55.65	57.77
Emergency Prep Ofcr BU	43.98	45.71	47.55	49.32	51.22
Energy Mgmt Analyst	53.79	55.92	58.14	60.45	62.81
Energy Mgmt Analyst,Asst	47.00	48.77	50.61	52.61	54.61
Energy Mgmt Analyst,Sr	57.63	59.75	62.14	64.64	67.14
Energy Planning Analyst	45.51	47.31	49.22	51.03	53.01
Energy Res&Eval Analyst	48.43	50.20	52.20	54.30	56.39
Environmental Analyst,Assoc	47.31	49.22	51.03	53.01	55.05
Environmental Analyst,Sr	54.03	56.20	58.37	60.70	62.96
Equip&Facilities Coord BU	43.31	45.00	46.78	48.66	50.47
Equip&Facils Coord,Sr BU	46.78	48.66	50.47	52.41	54.44
Events Booking Rep	39.22	40.71	42.32	43.98	45.71
Events Booking Rep,Sr	43.98	45.71	47.55	49.32	51.22
Exec Asst BU	52.20	54.30	56.39	58.65	60.83

Exec Asst,Sr BU	54.30	56.39	58.65	60.83	63.15
Fair Hearing Coord	42.17	43.78	45.52	47.25	49.07
Financial Analyst,Asst	36.18	37.64	39.13	40.58	42.13
Financial Analyst,Sr-BU	50.12	51.94	54.03	56.20	58.37
Financial Analyst-HSD	45.51	47.31	49.22	51.03	53.01
Fleet Mgmt Analyst BU	43.98	45.71	47.55	49.32	51.22
Grants&Contracts Spec,Sr	40.02	41.52	43.10	44.83	46.71
Graphic Arts Supv	39.56	40.99	42.67	44.30	46.22
Human Svcs Coord	38.48	40.02	41.49	43.07	44.78
Human Svcs Coord,Asst	33.70	34.93	36.40	37.76	39.22
Human Svcs Prgm Supv	46.03	47.84	49.77	51.62	53.61
Human Svcs Prgm Supv,Sr	49.77	51.62	53.61	55.68	57.92
Info Technol Prgmmer Analyst	43.98	45.71	47.55	49.32	51.22
Info Technol Spec	38.46	40.02	41.52	43.10	44.83
Info Technol Systs Analyst	46.71	48.43	50.20	52.20	54.30
IT Prgmmer Analyst-Spec	44.30	46.22	47.95	49.80	51.77
Landscape Architect	54.15	56.09	58.38	60.69	63.03
Latent Print Supv	52.27	54.18	56.34	58.61	60.86
Marine Equip Svcr BU	41.52	43.10	44.83	46.71	48.43
Marketing Dev Coord	48.43	50.20	52.20	54.30	56.39
Materials Engr	50.54	52.58	54.59	56.80	58.97
Materials Engr,Assoc	50.54	52.58	54.59	56.80	58.97
Mechanical Engr,Assoc	55.26	57.41	59.73	62.14	64.50
Mechanical Engr,Asst I	44.10	45.89	47.68		
Mechanical Engr,Asst II	45.89	47.68	49.48	51.47	53.49
Mechanical Engr,Asst III	49.48	51.47	53.49	55.65	57.77
Mechanical Plans Engr	54.97	57.18	59.48	61.78	64.24
Mechanical Plans Engr(E)	49.22	51.03	53.01	55.05	57.25

Methods Analyst,Assoc	43.56	45.18	46.98	48.82	50.79
Methods Analyst,Asst	37.38	38.84	40.26	41.89	43.56
Mgmt Systs Analyst BU	43.98	45.71	47.55	49.32	51.22
Mgmt Systs Analyst, Asst BU	38.46	40.02	41.52	43.10	44.83
Mgmt Systs Analyst,Sr BU	52.20	54.30	56.39	58.65	60.83
Naturalist	33.71	34.96	36.36	37.82	39.22
Paralegal - OCR	38.46	40.02	41.52	43.10	44.83
Paralegal BU	38.46	40.02	41.52	43.10	44.83
Paralegal-Law BU	39.22	40.71	42.32	43.98	45.71
Permit Process Leader, Entry	51.94	54.03	56.20	58.36	60.70
Photo/Reprographics Supv	42.85	44.53	46.27	48.06	50.01
Photographic Svcs Supv	42.85	44.53	46.27	48.06	50.01
Planning Analyst,Asst	37.38	38.84	40.26	41.89	43.56
Planning&Dev Spec I	42.32	43.98	45.71	47.55	49.32
Planning&Dev Spec II	45.71	47.55	49.32	51.22	53.19
Planning&Dev Spec,Sr-BU	52.20	54.30	56.39	58.65	60.83
Planner,Assoc	48.82	50.79	52.76	54.85	56.98
Planner,Asst I	37.38	38.84	40.26	41.89	43.56
Planner,Asst II	40.99	42.67	44.30	46.22	47.95
Property Mgmt Spec	55.33	57.51	59.62	61.95	64.24
Public Ed Prgm Spec	38.89	40.33	41.86	43.52	45.22
Public/Cultural Prgms Spec,Sr	43.98	45.71	47.55	49.32	51.22
Public Relations Spec	37.82	39.22	40.71	42.32	43.98
Power Analyst	53.10	55.25	57.36	59.69	61.96
Real Property Agent,Sr	54.93	57.12	59.38	61.75	64.04
Registered Nurse Consultant	45.44	47.19	49.04	50.98	53.01
Safety & Health Spec,Sr-BU	51.82	53.82	55.98	58.18	60.32
Safety & Health Spec-BU	48.11	49.90	51.82	53.82	55.98

Structural Plans Engr	59.92	62.32	64.82	67.32	69.98
Structural Plans Engr(E)	52.09	54.01	56.10	58.26	60.59
Technical Writer	40.53	42.14	43.70	45.38	47.17
Tennis Instructor	34.02	35.44	36.69	38.15	39.47
Transportation Planner,Assoc	50.12	51.94	54.03	56.20	58.37
Transportation Planner,Asst	41.42	42.97	44.61		
Training & Ed Coord - BU	40.71	42.32	43.98	45.71	47.55
Urban Design Planner	48.82	50.79	52.76	54.85	56.98
Victim Advocate BU	37.87	39.30	40.89	42.42	44.04
Video Spec I BU	36.36	37.82	39.22	40.71	42.32
Video Spec II BU	43.98	45.71	47.55	49.32	51.22
Water Quality Analyst	42.30	43.97	45.70	47.50	49.41
Water Quality Analyst,Sr	46.31	48.14	50.08	51.94	53.94
Water Quality Analyst,Supv	50.61	52.49	54.51	56.61	58.88

* The scope of Union representation of the title Accountant is limited to all full-time and regular, part-time accountants.

A.4. The rates are illustrative of the increases that are provided for in Articles 9.2, 9.3, 9.4 and 9.5. Any discrepancies shall be governed by Articles 9.2, 9.3, 9.4 and 9.5.

A.5. Hourly Base Wage Rates as of January 4, 2025 will be adjusted based on the formula in Article 9.4. However, the following titles in this bargaining unit will first have their 2024 base rate adjusted as before the formula in Article 9.4 is applied:

	Step 1	Step 2	Step 3	Step 4	Step 5
Accountant	41.01	42.62	44.15	45.95	47.76
Accountant,Prin BU	50.12	51.94	54.03	56.20	58.37
Admin Staff Analyst BU	43.98	45.71	47.55	49.32	51.22
Admin Staff Asst BU	38.46	40.02	41.52	43.10	44.83
Arts Prgm Spec	40.02	41.52	43.10	44.83	46.71
Arts Prgm Spec,Sr	45.71	47.55	49.32	51.22	53.19
Arts Prgm Supv	49.32	51.22	53.19	55.33	57.51

Bldg Energy Res Spec	55.66	57.72	60.04	62.44	64.86
Bldg Plans Examiner(E)-BU	48.59	50.62	52.50	54.41	56.59
Bldg Plans Examiner,Sr -BU	58.06	60.30	62.71	65.19	67.60
Bldg Plans Examiner-BU	53.94	55.92	58.08	60.32	62.74
Capital Projects Coord	51.94	54.03	56.23	58.41	60.71
Capital Projects Coord,Asst	48.30	50.11	51.94	54.03	56.23
Capital Projects Coord,Sr	59.56	61.99	64.42	66.95	69.48
Civil Engr,Assoc	57.83	60.08	62.51	65.03	67.50
Civil Engr,Asst I	45.62	47.47	49.32	0.00	0.00
Civil Engr,Asst II	47.47	49.32	51.19	53.24	55.33
Civil Engr,Asst III	51.19	53.24	55.33	57.56	59.76
Com Garden Coord	43.33	44.98	46.76	48.59	50.51
Comms Engr,Assoc	48.82	50.79	52.76	54.85	56.98
Conserv Policy Analyst	52.20	54.30	56.39	58.65	60.83
Counselor	40.25	41.76	43.45	45.08	46.80
Counselor,Asst	31.04	32.16	33.36	34.59	35.85
Counselor,Sr	42.58	44.20	45.95	47.75	49.64
Crime Prev Coord	44.18	45.93	47.73	49.61	51.61
Early Ed Spec	41.52	43.10	44.83	46.71	48.43
Electrical Engr,Assoc	57.83	60.08	62.51	65.03	67.50
Electrical Engr,Asst I	45.62	47.47	49.32	0.00	0.00
Electrical Engr,Asst II	47.47	49.32	51.19	53.24	55.33
Electrical Engr,Asst III	51.19	53.24	55.33	57.56	59.76
Emergency Prep Ofcr BU	43.98	45.71	47.55	49.32	51.22
Energy Mgmt Analyst	53.79	55.92	58.14	60.45	62.81
Energy Mgmt Analyst,Asst	47.00	48.77	50.61	52.61	54.61
Energy Mgmt Analyst,Sr	57.63	59.75	62.14	64.64	67.14
Energy Planning Analyst	45.51	47.31	49.22	51.03	53.01

Energy Res&Eval Analyst	48.43	50.20	52.20	54.30	56.39
Environmental Analyst,Assoc	47.31	49.22	51.03	53.01	55.05
Environmental Analyst,Sr	54.03	56.20	58.37	60.70	62.96
Equip&Facilities Coord BU	43.93	45.65	47.44	49.36	51.19
Equip&Facils Coord,Sr BU	47.44	49.36	51.19	53.16	55.21
Events Booking Rep	39.22	40.71	42.32	43.98	45.71
Events Booking Rep,Sr	43.98	45.71	47.55	49.32	51.22
Exec Asst BU	52.20	54.30	56.39	58.65	60.83
Exec Asst,Sr BU	54.30	56.39	58.65	60.83	63.15
Fair Hearing Coord	42.17	43.78	45.52	47.25	49.07
Financial Analyst,Asst	36.18	37.64	39.13	40.58	42.13
Financial Analyst,Sr-BU	50.12	51.94	54.03	56.20	58.37
Financial Analyst-HSD	45.51	47.31	49.22	51.03	53.01
Fleet Mgmt Analyst BU	43.98	45.71	47.55	49.32	51.22
Grants&Contracts Spec,Sr	40.02	41.52	43.10	44.83	46.71
Graphic Arts Supv	39.56	40.99	42.67	44.30	46.22
Human Svcs Coord	39.14	40.71	42.21	43.81	45.55
Human Svcs Coord,Asst	34.28	35.54	37.02	38.41	39.89
Human Svcs Prgm Supv	47.31	49.18	51.16	53.06	55.10
Human Svcs Prgm Supv,Sr	51.16	53.06	55.10	57.23	59.53
Info Technol Prgmmer Analyst	43.98	45.71	47.55	49.32	51.22
Info Technol Spec	38.46	40.02	41.52	43.10	44.83
Info Technol Systs Analyst	46.71	48.43	50.20	52.20	54.30
IT Prgmmer Analyst-Spec	44.30	46.22	47.95	49.80	51.77
Landscape Architect	55.94	57.95	60.31	62.70	65.12
Latent Print Supv	54.68	56.67	58.92	61.30	63.66
Marine Equip Svcr BU	41.52	43.10	44.83	46.71	48.43
Marketing Dev Coord	48.43	50.20	52.20	54.30	56.39

Materials Engr	50.54	52.58	54.59	56.80	58.97
Materials Engr,Assoc	50.54	52.58	54.59	56.80	58.97
Mechanical Engr,Assoc	57.83	60.08	62.51	65.03	67.50
Mechanical Engr,Asst I	45.62	47.47	49.32	0.00	0.00
Mechanical Engr,Asst II	47.47	49.32	51.19	53.24	55.33
Mechanical Engr,Asst III	51.19	53.24	55.33	57.56	59.76
Mechanical Plans Engr	56.87	59.15	61.53	63.91	66.45
Mechanical Plans Engr(E)	49.22	51.03	53.01	55.05	57.25
Methods Analyst,Assoc	43.56	45.18	46.98	48.82	50.79
Methods Analyst,Asst	37.38	38.84	40.26	41.89	43.56
Mgmt Systs Analyst BU	43.98	45.71	47.55	49.32	51.22
Mgmt Systs Analyst, Asst BU	38.46	40.02	41.52	43.10	44.83
Mgmt Systs Analyst,Sr BU	52.20	54.30	56.39	58.65	60.83
Naturalist	33.71	34.96	36.36	37.82	39.22
Paralegal - OCR	38.46	40.02	41.52	43.10	44.83
Paralegal BU	38.46	40.02	41.52	43.10	44.83
Paralegal-Law BU	39.22	40.71	42.32	43.98	45.71
Permit Process Leader, Entry	51.94	54.03	56.20	58.36	60.70
Photo/Reprographics Supv	42.85	44.53	46.27	48.06	50.01
Photographic Svcs Supv	42.85	44.53	46.27	48.06	50.01
Planning Analyst,Asst	37.38	38.84	40.26	41.89	43.56
Planning&Dev Spec I	42.32	43.98	45.71	47.55	49.32
Planning&Dev Spec II	45.71	47.55	49.32	51.22	53.19
Planning&Dev Spec,Sr-BU	52.20	54.30	56.39	58.65	60.83
Planner,Assoc	48.82	50.79	52.76	54.85	56.98
Planner,Asst I	37.38	38.84	40.26	41.89	43.56
Planner,Asst II	40.99	42.67	44.30	46.22	47.95
Property Mgmt Spec	55.33	57.51	59.62	61.95	64.24

Public Ed Prgm Spec	39.23	40.67	42.22	43.90	45.61
Public/Cultural Prgms Spec,Sr	43.98	45.71	47.55	49.32	51.22
Public Relations Spec	37.82	39.22	40.71	42.32	43.98
Power Analyst	54.71	56.92	59.09	61.49	63.83
Real Property Agent,Sr	54.93	57.12	59.38	61.75	64.04
Registered Nurse Consultant	45.44	47.19	49.04	50.98	53.01
Safety & Health Spec,Sr-BU	52.19	54.20	56.38	58.60	60.75
Safety & Health Spec-BU	48.46	50.26	52.19	54.20	56.38
Structural Plans Engr	62.53	65.02	67.64	70.25	73.02
Structural Plans Engr(E)	53.89	55.87	58.03	60.27	62.68
Technical Writer	41.44	43.08	44.68	46.40	48.23
Tennis Instructor	35.93	37.43	38.75	40.29	41.69
Transportation Planner,Assoc	50.12	51.94	54.03	56.20	58.37
Transportation Planner,Asst	41.42	42.97	44.61	0.00	0.00
Training & Ed Coord - BU	40.71	42.32	43.98	45.71	47.55
Urban Design Planner	48.82	50.79	52.76	54.85	56.98
Victim Advocate BU	38.13	39.56	41.16	42.71	44.33
Video Spec I BU	36.36	37.82	39.22	40.71	42.32
Video Spec II BU	43.98	45.71	47.55	49.32	51.22
Water Quality Analyst	43.29	45.01	46.77	48.61	50.57
Water Quality Analyst,Sr	47.77	49.65	51.66	53.58	55.64
Water Quality Analyst,Supv	52.51	54.46	56.56	58.74	61.10

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Appendix B

Technical Unit

B.1 Hourly Base Wage Rates as of January 4, 2023:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Appraiser	46.71	48.60	50.48	52.47	54.53			
Appraiser,Sr	50.90	52.95	55.03	57.06	59.28			
Aquarium Exhibits Designer	34.80	36.19	37.53	38.96	40.50			
Aquatic Cntr Coord	38.18	39.68	41.25	42.84	44.53			
Aquatic Cntr Coord,Asst	34.71	36.13	37.55	38.93	40.43			
Bldg Inspector,(E)	38.96	40.50	42.08	43.74	45.51			
Bldg Inspector,Journey	45.96	47.67	49.50	51.41	53.48			
Bldg Inspector,Sr(Expert)	47.67	49.50	51.41	53.48	55.58			
Bldg Inspector,Strucl	49.50	51.41	53.48	55.58	57.63			
Bridge Electrical Maint Supv	53.09	55.25	57.41					
Bridge Maint General Supv	43.32	45.05	46.92	48.68	50.43			
Bridge Op	34.23	35.64	36.92					
Bridge Op,Sr	36.18	37.53	38.97					
Bridge Opns CC	42.55	45.95						
Bridge Opns General Supv	46.92	48.68	50.49					
Cartographer	37.79	39.23	40.70	42.32	43.86			
Cartographer,Sr	40.83	42.39	44.23	45.89	47.66			
Civil Engineering Spec,Assoc	46.64	48.46	50.26	52.26	54.29			
Civil Engineering Spec,Asst I	35.50	36.87	38.28	39.84	41.32			
Civil Engineering Spec,Asst II	39.30	40.81	42.34	44.00	45.61			
Civil Engineering Spec,Asst III	42.48	44.10	46.00	47.74	49.60			
Civil Engineering Tech	30.06	31.22	32.41	33.65	35.03			
Civil Rights Analyst	43.44	45.11	46.78	48.65	50.48			
Civil Rights Analyst,Sr	46.87	48.72	50.68	52.56	54.58			
Civil Rights Analyst,Trne	37.69	39.13	40.72	42.24	43.85			
Com Svc Rep	36.75	38.13	39.66	41.15	42.69			
Commercial Veh Enf Ofcr	35.91	37.28	38.70	40.11	41.75			
Contract Analyst	39.01	40.50	42.00	43.68	45.32			

Contract Analyst,Sr	42.08	43.74	45.51	47.20	49.01			
Contracts&Concss Asst	35.43	36.85	38.21	39.67	41.24			
Credit Rep	33.53	34.84	36.18	37.58	38.93			
Credit Rep,Sr	36.44	37.89	39.38	40.85	42.41			
Curr Divrsn Coord	42.90	44.70	46.35	48.04	49.95			
Dining Room Attendant	23.91	24.86	25.86	26.89	27.97			
Dining Room Attendant,Sr	26.21	27.26	28.35	29.48	30.66			
Drainage&WstWater Spec	44.52	46.28	48.13	50.04	51.92			
Elec Engineering Des Spec,Asst II	41.70	43.33	44.96	46.77	48.60			
Elec Engineering Des Spec,Asst III	44.96	46.77	48.60	50.57	52.50			
Electrical Engineering Spec,Assoc	46.64	48.46	50.26	52.26	54.29			
Electrical Engineering Spec,Asst I	35.20	36.51	37.92	39.36	40.81			
Electrical Engineering Spec,Asst II	39.30	40.81	42.34	44.00	45.61			
Electrical Engineering Spec,Asst III	42.48	44.10	46.00	47.74	49.60			
Electrical Svc Rep	38.30	39.75	41.33	42.90	44.54			
Electrical Svc Rep,Sr	41.33	42.90	44.54	46.34	48.26			
Employment Program Spec	34.15	35.47	36.80	38.29	39.73			
Engineering Aide	31.45	32.66	33.90	35.29	36.60			
Energy Conserv Rep	33.85	35.12	36.46	37.85	39.23			
Energy Conserv Rep,Sr	36.46	37.85	39.23	40.83	42.39			
Environmental Field Spec	36.82	38.30	39.80	41.24	42.88			
Environmental Field Spec,Sr	39.80	41.24	42.88	44.52	46.28			
Environmental Field Supv	42.88	44.52	46.28	48.12	50.04			
Field Engineering Tech			32.41	33.65	35.03			
Graphic Aide	24.80	25.78	26.73	27.85	28.83			
Graphic Arts Designer	34.80	36.19	37.53	38.96	40.50			
Housing/Zoning Inspector	41.53	43.12	44.84	46.72	48.44			
Housing/Zoning Inspector Supv	48.44	50.20	52.22	54.32	56.42			
Housing/Zoning Inspector,Sr	43.99	45.73	47.57	49.32	51.23			
Housing/Zoning Tech	31.87	32.99	34.37	35.68	37.05			
Housing/Zoning Tech,Sr	34.96	36.38	37.82	39.22	40.72			
Identification Tech	36.84	38.23	39.69	41.21	42.88			
Info Technol Tech	32.92	34.15	35.47	36.80	38.29			
Info Technol Techl Support	29.98	31.02	32.26	33.45	34.80			
Inspection Support Analyst	43.99	45.73	47.57	49.32	51.23			
Land Use Planner I	44.39	46.25	47.96	49.71	51.70			
Land Use Planner II	47.10	48.84	50.73	52.68	54.79			
Land Use Planner III	50.73	52.68	54.79	56.95	59.06			

Land Use Planner IV	53.78	55.86	58.09	60.25	62.53			
Landscape Designer	38.52	40.09	41.69					
Latent Print Examiner	42.72	44.40	46.19	47.91	49.75			
Latent Print Examiner Trne	39.70	41.28	42.89	44.59	46.38			
Latent Print Examiner,Sr	46.09	47.80	49.64	51.55	53.63			
Mail Courier			23.91	24.86	25.86			
Mail Courier,Lead	22.04	23.00	23.88	24.77	25.71			
Mat Standards Spec,Sr	43.11	44.74	46.54	48.36	50.32			
Mechanical Engineering Spec,Asst I	35.20	36.51	37.92	39.36	40.81			
Mechanical Engineering Spec,Asst II	39.30	40.81	42.34	44.00	45.61			
Mechanical Engineering Spec,Asst III	42.48	44.10	46.00	47.74	49.60			
Mechanical Inspector(J)- BU	47.20	49.01	50.90	52.95	55.03			
Meter Reader	28.05	29.40	30.57	31.81	33.04			
Meter Reader,Sr	33.04	34.37	35.79	37.21	38.73			
Neighborhood District Coord	43.74	45.51	47.20	49.01	50.90			
Neighborhood District Coord Supv	48.04	49.95	51.96	53.96	56.12			
Parking Meter Collector	26.49	27.53	28.55	29.74	30.79			
Parking Meter Collector,Sr	28.32	29.32	30.49	31.54	32.80			
Parking Meter Collector,Supvsg	30.49	31.54	32.80	34.02	35.39			
Parking Pay Stat Shop,Supv	44.79	46.66	48.38					
Parking Pay Stat Tech	35.09	36.57	37.94	39.33	40.92			
Parking Supv	29.98	31.02	32.26	33.45	34.80			
Permit Spec	39.73	41.24	42.90	44.70	46.35			
Permit Spec I	37.53	38.96	40.50	42.08	43.74			
Permit Spec II	40.50	42.08	43.74	45.51	47.20			
Permit Spec Supv	44.07	45.85	47.55	49.38	51.29			
Permit Spec Trne	28.22	29.93	31.50	33.10	34.80	36.435	38.031	39.5955
Permit Spec(E)	35.47	36.80	38.29	39.73	41.24			
Permit Tech	33.22	34.46	35.80	37.14	38.65			
Permit Tech(E)		29.40	30.48	31.59	32.92			
Permit Tech,Sr	35.65	36.99	38.48	39.93	41.45			
Photographer	33.87	35.24	36.58	38.02	39.55			
Photographer,Sr	38.02	39.55	41.00	42.61	44.28			
Program Intake Rep	32.65	33.85	35.23	36.67	38.02			
Program Intake Rep,Sr	34.87	36.27	37.60	39.03	40.58			
Property Rehab Spec	41.27	42.82	44.47	46.30	48.22			
Property Rehab Supv	48.26	50.03	52.01	0.00	0.00			
Power Analyst,Asst	39.95	41.49	43.04	44.74	46.37			

Real Property Agent	44.16	45.93	47.69	49.71	51.62			
Real Property Records Supv	32.92	34.15	35.47	36.80	38.29			
Rec Program Coord	40.51	42.12	43.77	45.49	47.33			
Rec Program Spec	34.79	36.19	37.64	39.03	40.51			
Rec Program Spec,Sr	38.27	39.83	41.32	42.89	44.62			
Rec Programmer	29.40	30.48	31.59	32.92	34.15			
Res&Eval Asst II BU	46.35	48.04	49.95	51.96	53.96			
Res&Eval Asst-BU	34.15	35.47	36.80	38.29	39.73			
Retirement Spec	35.69	36.94	38.52	39.98	41.51			
Security Programs Spec	41.52	43.15	44.85	46.66	48.39			
Site Dev Insp	47.67	49.50	51.41	53.48	55.58			
Social Svcs Aide	25.89	26.75	27.97	28.98	30.06			
Solid Wst Field Rep I	36.08	37.47	38.88	40.49	42.02			
Solid Wst Field Rep II	39.92	41.44	43.00	44.69	46.33			
Solid Wst Field Rep Supv	47.06	48.82	50.73	52.73	54.83			
Solid Wst Field Rep,Lead	43.29	44.92	46.86	48.61	50.52			
Supply&Inventory Tech	29.40	30.48	31.59	32.92	34.15			
Survey Party Chief	37.85	39.23	40.83	42.39	44.23			
Survey Party Chief,Asst	33.85	35.12	36.46	37.85	39.23			
Survey Party Chief,Sr	40.83	42.39	44.23	45.89	47.66			
Surveyor,Asst	30.15	31.29	32.52	33.85	35.12			
Title Examiner			32.92	34.15	35.47			
Title Records Tech	26.17	27.35	28.34	29.40	30.48			
Title Records Tech,Sr			29.40	30.48	31.59			
Tree Trimming Rep	40.45							
Util Assistance Coord	35.32	36.69	38.09	39.64	41.12			
Util Assistance Supv	43.55	45.28	47.10	48.84	50.73			
Util Svc Rep	37.21	38.61	40.20	41.73	43.32			
Volunteer Programs Coord	35.41	36.83	38.18	39.64	41.21			
Water Laboratory Asst	23.40	24.30	25.32	26.17	27.35			
Water Laboratory Tech	28.98	30.12	31.32	32.45	33.73			
Water Quality Analyst,Asst	36.66	38.01	39.46	41.02	42.63			
Water Syst Op	45.16	46.94	48.91	50.73	52.56			
Watershed Inspector	35.96	37.44	38.80	40.30	41.82			
Watershed Inspector,Sr	0.00	0.00	43.91	45.60	47.45			
Watershed Resources Tech	40.04	41.65	43.21	44.92	46.69			

* The scope of Union representation of the title Research and Evaluation Assistant is limited to positions in the following City departments: Seattle Department of Transportation, SPU, City Light, Neighborhoods, Human Services Department, and Office of Housing.
** City recognized the Union for this title. If positions are created the salary will have to be negotiated.
*** The Bridge Operations General Supervisor (that supervises the Bridge Electrical Crew Chief and Electrician title) in the bridge operation of the Seattle Department of Transportation (SDOT) will be paid $1.75 per hour for all paid hours (working and non-working) after the successful completion of the certification process. The certification process was developed by the Department to ensure that employees responsible for the described functions (in the certification process) have the requisite knowledge for their special work.

B.2 Hourly Base Wage Rates as of January 3, 2024:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Appraiser	48.82	50.79	52.76	54.83	56.98			
Appraiser,Sr	53.19	55.33	57.51	59.62	61.95			
Aquarium Exhibits Designer	36.36	37.82	39.22	40.71	42.32			
Aquatic Cntr Coord	40.93	42.54	44.22	45.93	47.73			
Aquatic Cntr Coord,Asst	37.21	38.73	40.26	41.73	43.34			
Bldg Inspector,(E)	40.71	42.32	43.98	45.71	47.55			
Bldg Inspector,Journey	48.66	50.47	52.41	54.44	56.63			
Bldg Inspector,Sr(Expert)	50.47	52.41	54.44	56.63	58.85			
Bldg Inspector,Strucl	52.41	54.44	56.63	58.85	61.02			
Bridge Electrical Maint Supv	55.48	57.74	60.00					
Bridge Maint General Supv	45.27	47.07	49.04	50.87	52.70			
Bridge Op	35.77	37.24	38.58					
Bridge Op,Sr	37.81	39.22	40.72					
Bridge Opns CC	44.46	48.02						
Bridge Opns General Supv	49.04	50.87	52.77					
Cartographer	39.49	40.99	42.53	44.22	45.83			
Cartographer,Sr	42.67	44.30	46.22	47.95	49.80			
Civil Engineering Spec,Assoc	49.22	51.14	53.04	55.15	57.30			
Civil Engineering Spec,Asst I	37.45	38.89	40.39	42.02	43.59			
Civil Engineering Spec,Asst II	41.34	42.93	44.54	46.29	47.98			
Civil Engineering Spec,Asst III	44.69	46.39	48.39	50.22	52.17			
Civil Engineering Tech	31.41	32.62	33.87	35.17	36.60			
Civil Rights Analyst	46.14	47.91	49.69	51.67	53.62			
Civil Rights Analyst,Sr	49.79	51.75	53.83	55.83	57.98			
Civil Rights Analyst,Trne	40.31	41.86	43.55	45.18	46.90			
Com Svc Rep	38.40	39.84	41.44	43.00	44.61			
Commercial Veh Enf Ofcr	39.10	40.59	42.14	43.67	45.46			

Contract Analyst	40.76	42.32	43.89	45.65	47.36			
Contract Analyst,Sr	43.98	45.71	47.55	49.32	51.22			
Contracts&Concss Asst	38.29	39.83	41.29	42.87	44.56			
Credit Rep	35.04	36.41	37.81	39.27	40.69			
Credit Rep,Sr	38.07	39.60	41.15	42.68	44.32			
Curr Divrsn Coord	44.83	46.71	48.43	50.20	52.20			
Dining Room Attendant	24.98	25.98	27.02	28.10	29.23			
Dining Room Attendant,Sr	27.39	28.48	29.62	30.81	32.04			
Drainage&WstWater Spec	46.52	48.37	50.30	52.29	54.26			
Elec Engineering Des Spec,Asst II	43.87	45.58	47.30	49.20	51.13			
Elec Engineering Des Spec,Asst III	47.30	49.20	51.13	53.19	55.23			
Electrical Engineering Spec,Assoc	49.22	51.14	53.04	55.15	57.30			
Electrical Engineering Spec,Asst I	37.14	38.52	40.00	41.52	43.05			
Electrical Engineering Spec,Asst II	41.34	42.93	44.54	46.29	47.98			
Electrical Engineering Spec,Asst III	44.69	46.39	48.39	50.22	52.17			
Electrical Svc Rep	40.03	41.54	43.19	44.83	46.55			
Electrical Svc Rep,Sr	43.19	44.83	46.55	48.42	50.43			
Employment Program Spec	35.68	37.07	38.46	40.02	41.52			
Engineering Aide	33.33	34.61	35.93	37.40	38.79			
Energy Conserv Rep	35.38	36.70	38.10	39.56	40.99			
Energy Conserv Rep,Sr	38.10	39.56	40.99	42.67	44.30			
Environmental Field Spec	38.48	40.03	41.59	43.10	44.81			
Environmental Field Spec,Sr	41.59	43.10	44.81	46.52	48.37			
Environmental Field Supv	44.81	46.52	48.37	50.29	52.29			
Field Engineering Tech	N/A	N/A	33.87	35.17	36.60			
Graphic Aide	25.92	26.94	27.94	29.10	30.13			
Graphic Arts Designer	36.36	37.82	39.22	40.71	42.32			
Housing/Zoning Inspector	43.97	45.66	47.47	49.46	51.29			
Housing/Zoning Inspector Supv	51.29	53.16	55.29	57.51	59.74			
Housing/Zoning Inspector,Sr	46.58	48.42	50.37	52.22	54.25			
Housing/Zoning Tech	33.93	35.13	36.59	37.98	39.45			
Housing/Zoning Tech,Sr	37.23	38.73	40.26	41.75	43.36			
Identification Tech	38.50	39.95	41.48	43.07	44.81			
Info Technol Tech	34.40	35.68	37.07	38.46	40.02			
Info Technol Techl Support	31.33	32.41	33.71	34.96	36.36			
Inspection Support Analyst	46.58	48.42	50.37	52.22	54.25			
Land Use Planner I	46.39	48.33	50.12	51.94	54.03			
Land Use Planner II	49.22	51.03	53.01	55.05	57.25			

Land Use Planner III	53.01	55.05	57.25	59.51	61.72			
Land Use Planner IV	56.20	58.37	60.70	62.96	65.34			
Landscape Designer	40.26	41.89	43.56					
Latent Print Examiner	45.52	47.31	49.22	51.05	53.01			
Latent Print Examiner Trne	42.54	44.22	45.95	47.76	49.69			
Latent Print Examiner,Sr	48.97	50.79	52.74	54.78	56.98			
Mail Courier	N/A	N/A	24.98	25.98	27.03			
Mail Courier,Lead	23.03	24.03	24.95	25.88	26.87			
Mat Standards Spec,Sr	45.05	46.75	48.63	50.54	52.58			
Mechanical Engineering Spec,Asst I	37.14	38.52	40.00	41.52	43.05			
Mechanical Engineering Spec,Asst II	41.34	42.93	44.54	46.29	47.98			
Mechanical Engineering Spec,Asst III	44.69	46.39	48.39	50.22	52.17			
Mechanical Inspector(J)- BU	49.32	51.22	53.19	55.33	57.51			
Meter Reader	30.11	31.56	32.82	34.14	35.47			
Meter Reader,Sr	35.47	36.90	38.42	39.94	41.58			
Neighborhood District Coord	45.71	47.55	49.32	51.22	53.19			
Neighborhood District Coord Supv	50.20	52.20	54.30	56.39	58.65			
Parking Meter Collector	27.68	28.77	29.84	31.08	32.18			
Parking Meter Collector,Sr	30.54	31.62	32.87	34.01	35.37			
Parking Meter Collector,Supvsg	32.87	34.01	35.37	36.68	38.16			
Parking Pay Stat Shop,Supv	47.92	49.92	51.76					
Parking Pay Stat Tech	37.32	38.90	40.35	41.83	43.52			
Parking Supv	31.33	32.41	33.71	34.96	36.36			
Permit Spec	41.52	43.10	44.83	46.71	48.43			
Permit Spec I	39.22	40.71	42.32	43.98	45.71			
Permit Spec II	42.32	43.98	45.71	47.55	49.32			
Permit Spec Supv	46.51	48.39	50.18	52.12	54.13			
Permit Spec Trne	29.49	31.27	32.92	34.59	36.36	38.07	39.74	41.38
Permit Spec(E)	37.07	38.46	40.02	41.52	43.10			
Permit Tech	35.32	36.64	38.06	39.49	41.09			
Permit Tech(E)	N/A	30.72	31.85	33.02	34.40			
Permit Tech,Sr	37.60	39.02	40.60	42.12	43.73			
Photographer	35.40	36.82	38.23	39.73	41.33			
Photographer,Sr	39.73	41.33	42.85	44.53	46.27			
Program Intake Rep	34.87	36.15	37.63	39.17	40.61			
Program Intake Rep,Sr	36.57	38.04	39.44	40.94	42.57			
Property Rehab Spec	43.70	45.34	47.08	49.02	51.06			
Property Rehab Supv	51.10	52.98	55.06					

Power Analyst,Asst	42.94	44.58	46.26	48.08	49.83			
Real Property Agent	46.15	47.99	49.84	51.94	53.94			
Real Property Records Supv	34.40	35.68	37.07	38.46	40.02			
Rec Program Coord	45.44	47.24	49.09	51.02	53.08			
Rec Program Spec	39.02	40.59	42.22	43.77	45.44			
Rec Program Spec,Sr	42.93	44.67	46.34	48.11	50.04			
Rec Programmer	30.72	31.85	33.02	34.40	35.68			
Res&Eval Asst II BU	48.43	50.20	52.20	54.30	56.39			
Res&Eval Asst-BU	35.68	37.07	38.46	40.02	41.52			
Retirement Spec	41.59	43.05	44.88	46.59	48.37			
Security Programs Spec	44.81	46.57	48.40	50.36	52.23			
Site Dev Insp	50.47	52.41	54.44	56.63	58.85			
Social Svcs Aide	28.18	29.13	30.45	31.55	32.73			
Solid Wst Field Rep I	38.20	39.68	41.17	42.87	44.49			
Solid Wst Field Rep II	42.06	43.66	45.31	47.09	48.82			
Solid Wst Field Rep Supv	50.07	51.93	53.97	56.10	58.33			
Solid Wst Field Rep,Lead	45.81	47.53	49.58	51.44	53.45			
Supply&Inventory Tech	30.72	31.85	33.02	34.40	35.68			
Survey Party Chief	39.56	40.99	42.67	44.30	46.22			
Survey Party Chief,Asst	35.38	36.70	38.10	39.56	40.99			
Survey Party Chief,Sr	42.67	44.30	46.22	47.95	49.80			
Surveyor,Asst	31.50	32.70	33.98	35.38	36.70			
Title Examiner	N/A	N/A	34.40	35.68	37.07			
Title Records Tech	27.34	28.58	29.61	30.72	31.85			
Title Records Tech,Sr	N/A	N/A	30.72	31.85	33.02			
Tree Trimming Rep	42.27							
Util Assistance Coord	36.91	38.34	39.81	41.42	42.97			
Util Assistance Supv	45.51	47.31	49.22	51.03	53.01			
Util Svc Rep	38.89	40.35	42.01	43.60	45.27			
Volunteer Programs Coord	38.21	39.74	41.21	42.78	44.47			
Water Laboratory Asst	24.46	25.39	26.45	27.34	28.58			
Water Laboratory Tech	32.37	33.64	34.98	36.25	37.67			
Water Quality Analyst,Asst	39.25	40.70	42.25	43.92	45.64			
Water Syst Op	47.76	49.64	51.72	53.64	55.58			
Watershed Inspector	37.95	39.51	40.95	42.53	44.14			
Watershed Inspector,Sr	N/A	N/A	46.20	47.98	49.93			
Watershed Resources Tech	42.04	43.73	45.37	47.16	49.02			

* The scope of Union representation of the title Research and Evaluation Assistant is limited to positions in the following City departments: Seattle Department of Transportation, SPU, City Light, Neighborhoods, Human Services Department, and Office of Housing.

** City recognized the Union for this title. If positions are created the salary will have to be negotiated.

*** The Bridge Operations General Supervisor (that supervises the Bridge Electrical Crew Chief and Electrician title) in the bridge operation of the Seattle Department of Transportation (SDOT) will be paid $1.75 per hour for all paid hours (working and non-working) after the successful completion of the certification process. The certification process was developed by the Department to ensure that employees responsible for the described functions (in the certification process) have the requisite knowledge for their special work.

B.3. Hourly Base Wage Rates as of January 4, 2025 will be adjusted based on the formula in Article 9.4. However, the following titles in this bargaining unit will first have their 2024 base rate adjusted as before the formula in Article 9.4 is applied:	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Appraiser	48.82	50.79	52.76	54.83	56.98			
Appraiser,Sr	53.19	55.33	57.51	59.62	61.95			
Aquarium Exhibits Designer	36.36	37.82	39.22	40.71	42.32			
Aquatic Cntr Coord	40.93	42.54	44.22	45.93	47.73			
Aquatic Cntr Coord,Asst	37.21	38.73	40.26	41.73	43.34			
Bldg Inspector,(E)	40.71	42.32	43.98	45.71	47.55			
Bldg Inspector,Journey	48.66	50.47	52.41	54.44	56.63			
Bldg Inspector,Sr(Expert)	50.47	52.41	54.44	56.63	58.85			
Bldg Inspector,Strucl	52.41	54.44	56.63	58.85	61.02			
Bridge Electrical Maint Supv	55.48	57.74	60.00					
Bridge Maint General Supv	45.27	47.07	49.04	50.87	52.70			
Bridge Op	35.77	37.24	38.58					
Bridge Op,Sr	37.81	39.22	40.72					
Bridge Opns CC	44.46	48.02						
Bridge Opns General Supv	49.04	50.87	52.77					
Cartographer	39.49	40.99	42.53	44.22	45.83			
Cartographer,Sr	42.67	44.30	46.22	47.95	49.80			
Civil Engineering Spec,Assoc	49.22	51.14	53.04	55.15	57.30			
Civil Engineering Spec,Asst I	37.45	38.89	40.39	42.02	43.59			

Civil Engineering Spec,Asst II	41.34	42.93	44.54	46.29	47.98			
Civil Engineering Spec,Asst III	44.69	46.39	48.39	50.22	52.17			
Civil Engineering Tech	31.41	32.62	33.87	35.17	36.60			
Civil Rights Analyst	46.14	47.91	49.69	51.67	53.62			
Civil Rights Analyst,Sr	49.79	51.75	53.83	55.83	57.98			
Civil Rights Analyst,Trne	40.31	41.86	43.55	45.18	46.90			
Com Svc Rep	38.40	39.84	41.44	43.00	44.61			
Commercial Veh Enf Ofcr	39.10	40.59	42.14	43.67	45.46			
Contract Analyst	40.76	42.32	43.89	45.65	47.36			
Contract Analyst,Sr	43.98	45.71	47.55	49.32	51.22			
Contracts&Concss Asst	38.29	39.83	41.29	42.87	44.56			
Credit Rep	35.04	36.41	37.81	39.27	40.69			
Credit Rep,Sr	38.07	39.60	41.15	42.68	44.32			
Curr Divrsn Coord	44.83	46.71	48.43	50.20	52.20			
Dining Room Attendant	24.98	25.98	27.02	28.10	29.23			
Dining Room Attendant,Sr	27.39	28.48	29.62	30.81	32.04			
Drainage&WstWater Spec	46.52	48.37	50.30	52.29	54.26			
Elec Engineering Des Spec,Asst II	43.87	45.58	47.30	49.20	51.13			
Elec Engineering Des Spec,Asst III	47.30	49.20	51.13	53.19	55.23			
Electrical Engineering Spec,Assoc	49.22	51.14	53.04	55.15	57.30			
Electrical Engineering Spec,Asst I	37.14	38.52	40.00	41.52	43.05			
Electrical Engineering Spec,Asst II	41.34	42.93	44.54	46.29	47.98			
Electrical Engineering Spec,Asst III	44.69	46.39	48.39	50.22	52.17			
Electrical Svc Rep	40.03	41.54	43.19	44.83	46.55			
Electrical Svc Rep,Sr	43.19	44.83	46.55	48.42	50.43			
Employment Program Spec	35.68	37.07	38.46	40.02	41.52			
Engineering Aide	33.33	34.61	35.93	37.40	38.79			
Energy Conserv Rep	35.38	36.70	38.10	39.56	40.99			
Energy Conserv Rep,Sr	38.10	39.56	40.99	42.67	44.30			
Environmental Field Spec	38.48	40.03	41.59	43.10	44.81			
Environmental Field Spec,Sr	41.59	43.10	44.81	46.52	48.37			
Environmental Field Supv	44.81	46.52	48.37	50.29	52.29			
Field Engineering Tech	N/A	N/A	33.87	35.17	36.60			
Graphic Aide	25.92	26.94	27.94	29.10	30.13			
Graphic Arts Designer	36.36	37.82	39.22	40.71	42.32			
Housing/Zoning Inspector	43.97	45.66	47.47	49.46	51.29			

Housing/Zoning Inspector Supv	51.29	53.16	55.29	57.51	59.74			
Housing/Zoning Inspector,Sr	46.58	48.42	50.37	52.22	54.25			
Housing/Zoning Tech	33.93	35.13	36.59	37.98	39.45			
Housing/Zoning Tech,Sr	37.23	38.73	40.26	41.75	43.36			
Identification Tech	38.50	39.95	41.48	43.07	44.81			
Info Technol Tech	34.40	35.68	37.07	38.46	40.02			
Info Technol Techl Support	31.33	32.41	33.71	34.96	36.36			
Inspection Support Analyst	46.58	48.42	50.37	52.22	54.25			
Land Use Planner I	46.39	48.33	50.12	51.94	54.03			
Land Use Planner II	49.22	51.03	53.01	55.05	57.25			
Land Use Planner III	53.01	55.05	57.25	59.51	61.72			
Land Use Planner IV	56.20	58.37	60.70	62.96	65.34			
Landscape Designer	40.26	41.89	43.56					
Latent Print Examiner	45.52	47.31	49.22	51.05	53.01			
Latent Print Examiner Trne	42.54	44.22	45.95	47.76	49.69			
Latent Print Examiner,Sr	48.97	50.79	52.74	54.78	56.98			
Mail Courier	N/A	N/A	24.98	25.98	27.03			
Mail Courier,Lead	23.03	24.03	24.95	25.88	26.87			
Mat Standards Spec,Sr	45.05	46.75	48.63	50.54	52.58			
Mechanical Engineering Spec,Asst I	37.14	38.52	40.00	41.52	43.05			
Mechanical Engineering Spec,Asst II	41.34	42.93	44.54	46.29	47.98			
Mechanical Engineering Spec,Asst III	44.69	46.39	48.39	50.22	52.17			
Mechanical Inspector(J)- BU	49.32	51.22	53.19	55.33	57.51			
Meter Reader	30.11	31.56	32.82	34.14	35.47			
Meter Reader,Sr	35.47	36.90	38.42	39.94	41.58			
Neighborhood District Coord	45.71	47.55	49.32	51.22	53.19			
Neighborhood District Coord Supv	50.20	52.20	54.30	56.39	58.65			
Parking Meter Collector	27.68	28.77	29.84	31.08	32.18			
Parking Meter Collector,Sr	30.54	31.62	32.87	34.01	35.37			
Parking Meter Collector,Supvsg	32.87	34.01	35.37	36.68	38.16			
Parking Pay Stat Shop,Supv	47.92	49.92	51.76					
Parking Pay Stat Tech	37.32	38.90	40.35	41.83	43.52			
Parking Supv	31.33	32.41	33.71	34.96	36.36			
Permit Spec	41.52	43.10	44.83	46.71	48.43			
Permit Spec I	39.22	40.71	42.32	43.98	45.71			
Permit Spec II	42.32	43.98	45.71	47.55	49.32			

Permit Spec Supv	46.51	48.39	50.18	52.12	54.13			
Permit Spec Trne	29.49	31.27	32.92	34.59	36.36	38.07	39.74	41.38
Permit Spec(E)	37.07	38.46	40.02	41.52	43.10			
Permit Tech	35.32	36.64	38.06	39.49	41.09			
Permit Tech(E)	N/A	30.72	31.85	33.02	34.40			
Permit Tech,Sr	37.60	39.02	40.60	42.12	43.73			
Photographer	35.40	36.82	38.23	39.73	41.33			
Photographer,Sr	39.73	41.33	42.85	44.53	46.27			
Program Intake Rep	34.87	36.15	37.63	39.17	40.61			
Program Intake Rep,Sr	36.57	38.04	39.44	40.94	42.57			
Property Rehab Spec	43.70	45.34	47.08	49.02	51.06			
Property Rehab Supv	51.10	52.98	55.06					
Power Analyst,Asst	42.94	44.58	46.26	48.08	49.83			
Real Property Agent	46.15	47.99	49.84	51.94	53.94			
Real Property Records Supv	34.40	35.68	37.07	38.46	40.02			
Rec Program Coord	45.44	47.24	49.09	51.02	53.08			
Rec Program Spec	39.02	40.59	42.22	43.77	45.44			
Rec Program Spec,Sr	42.93	44.67	46.34	48.11	50.04			
Rec Programmer	30.72	31.85	33.02	34.40	35.68			
Res&Eval Asst II BU	48.43	50.20	52.20	54.30	56.39			
Res&Eval Asst-BU	35.68	37.07	38.46	40.02	41.52			
Retirement Spec	41.59	43.05	44.88	46.59	48.37			
Security Programs Spec	44.81	46.57	48.40	50.36	52.23			
Site Dev Insp	50.47	52.41	54.44	56.63	58.85			
Social Svcs Aide	28.18	29.13	30.45	31.55	32.73			
Solid Wst Field Rep I	38.20	39.68	41.17	42.87	44.49			
Solid Wst Field Rep II	42.06	43.66	45.31	47.09	48.82			
Solid Wst Field Rep Supv	50.07	51.93	53.97	56.10	58.33			
Solid Wst Field Rep,Lead	45.81	47.53	49.58	51.44	53.45			
Supply&Inventory Tech	30.72	31.85	33.02	34.40	35.68			
Survey Party Chief	39.56	40.99	42.67	44.30	46.22			
Survey Party Chief,Asst	35.38	36.70	38.10	39.56	40.99			
Survey Party Chief,Sr	42.67	44.30	46.22	47.95	49.80			
Surveyor,Asst	31.50	32.70	33.98	35.38	36.70			
Title Examiner	N/A	N/A	34.40	35.68	37.07			
Title Records Tech	27.34	28.58	29.61	30.72	31.85			

Title Records Tech,Sr	N/A	N/A	30.72	31.85	33.02			
Tree Trimming Rep	42.27							
Util Assistance Coord	36.91	38.34	39.81	41.42	42.97			
Util Assistance Supv	45.51	47.31	49.22	51.03	53.01			
Util Svc Rep	38.89	40.35	42.01	43.60	45.27			
Volunteer Programs Coord	38.21	39.74	41.21	42.78	44.47			
Water Laboratory Asst	24.46	25.39	26.45	27.34	28.58			
Water Laboratory Tech	32.37	33.64	34.98	36.25	37.67			
Water Quality Analyst,Asst	39.25	40.70	42.25	43.92	45.64			
Water Syst Op	47.76	49.64	51.72	53.64	55.58			
Watershed Inspector	37.95	39.51	40.95	42.53	44.14			
Watershed Inspector,Sr	N/A	N/A	46.20	47.98	49.93			
Watershed Resources Tech	42.04	43.73	45.37	47.16	49.02			

B.4. The rates are illustrative of the increases that are provided for in Articles 9.2, 9.3, 9.4 and 9.5. Any discrepancies shall be governed by Articles 9.2, 9.3, 9.4 and 9.5.

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Appendix C

Senior Business Unit

C.1 Hourly Base Wage Rates as of January 4, 2023:

	Step 1	Step 2	Step 3	Step 4	Step 5
Central Answer Svc Supv-Asst	31.59	32.92	34.15	35.47	36.80
Cust Svc Rep Supv	35.38	36.73	38.12	39.61	41.20
Elecl Svc Rep,Supvsng	46.34	48.26	50.04	51.88	53.95
Enrgy Mgmt Anlyst Supv	59.46	61.86	64.25	66.81	69.28
Meter Reader Supv	37.21	38.73	40.28	41.85	43.53
Parking Enf Ofcr Supv	38.00	39.41	40.92	42.54	44.21
Util Act Rep Supv I	39.44	41.00	42.63	44.31	46.16
Util Act Rep Supv II	42.63	44.31	46.16	47.86	49.63
Util Acts Supv	37.53	38.96	40.50	42.08	43.74
Util Coll Supv,Asst	35.47	36.80	38.29	39.73	41.24

C.2 Hourly Base Wage Rates as of January 3, 2024:

	Step 1	Step 2	Step 3	Step 4	Step 5
Central Answer Svc Supv-Asst	33.02	34.40	35.68	37.07	38.46
Cust Svc Rep Supv	37.33	38.75	40.21	41.79	43.46
Elecl Svc Rep,Supvsng	48.42	50.43	52.29	54.22	56.38
Enrgy Mgmt Anlyst Supv	62.14	64.64	67.14	69.82	72.40
Meter Reader Supv	39.94	41.58	43.23	44.93	46.72
Parking Enf Ofcr Supv	40.83	42.34	43.97	45.71	47.50
Util Act Rep Supv I	41.90	43.56	45.28	47.07	49.03
Util Act Rep Supv II	45.28	47.07	49.03	50.84	52.71

Util Acts Supv	39.22	40.71	42.32	43.98	45.71
Util Coll Supv,Asst	37.07	38.46	40.02	41.52	43.10

C.3. Hourly Base Wage Rates as of January 4, 2025 will be adjusted based on the formula in Article 9.4. However, the following titles in this bargaining unit will first have their 2024 base rate adjusted as before the formula in Article 9.4 is applied:

	Step 1	Step 2	Step 3	Step 4	Step 5
Central Answer Svc Supv-Asst	33.02	34.40	35.68	37.07	38.46
Cust Svc Rep Supv	37.49	38.92	40.39	41.98	43.65
Elecl Svc Rep,Supvsng	48.42	50.43	52.29	54.22	56.38
Enrgy Mgmt Anlyst Supv	62.14	64.64	67.14	69.82	72.40
Meter Reader Supv	40.45	42.10	43.78	45.50	47.31
Parking Enf Ofcr Supv	41.37	42.90	44.55	46.31	48.12
Util Act Rep Supv I	42.64	44.33	46.09	47.90	49.90
Util Act Rep Supv II	46.09	47.90	49.90	51.74	53.65
Util Acts Supv	39.22	40.71	42.32	43.98	45.71
Util Coll Supv,Asst	37.07	38.46	40.02	41.52	43.10

C.4. The rates are illustrative of the increases that are provided for in Articles 9.2, 9.3, 9.4 and 9.5. Any discrepancies shall be governed by Articles 9.2, 9.3, 9.4 and 9.5.

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Appendix D

Senior Professional Unit

D.1 Hourly Base Wage Rates as of January 4, 2023:

	Step 1	Step 2	Step 3	Step 4	Step 5
Accountant,Sr BU	42.69	44.39	46.25	47.96	49.71
Architect,Sr	62.03	64.38	66.83	69.55	72.23
Bldg Plans Examiner Supv	55.43	57.58	59.87	62.10	64.45
Civil Engineer Supv	67.52	70.07	72.73	75.47	78.30
Civil Engineer,Sr	62.38	64.75	67.21	69.95	72.64
Civil Engineering Spec Supv	57.26	59.43	61.65	64.10	
Civil Engineering Spec,Sr	54.64	56.85	58.96	61.22	
Contract Payments Supv	52.49	54.53	56.60	58.88	61.11
Early Ed Spec,Sr BU	42.90	44.70	46.35	48.04	49.95
Economist,Sr	53.78	55.86	58.09	60.25	62.53
Electrical Engineer Supv	67.52	70.07	72.73	75.47	78.30
Electrical Engineer,Sr	62.38	64.75	67.21	69.95	72.64
Electrical Engineering Spec Supv	57.26	59.43	61.65	64.10	
Electrical Engineering Spec,Sr	54.64	56.85	58.96	61.22	
Electrical Power Systs Engineer	65.82	68.65	71.55	74.39	77.26
Electrical Power Systs Engineer,Prin	68.92	71.97	74.93	77.95	80.92
Electrical Power Systs Engineer,Prin-Prem	75.84	79.14	82.44	85.70	89.02
Electrical Power Systs Engineer-Premium	71.32	74.38	77.51	80.61	83.73
Electrical PowerSystsEngineer,Prin-Mrt	83.91	86.93			
Electrical PowerSystsEngineer,Prin-PrmMrt	92.31	95.64			
Electrical PowerSystsEngineer-Mrt	78.90	81.73			
Electrical PowerSystsEngineer-PrmMrt	86.81	89.89			
Electrical Svc Engineer	55.40	57.51	59.71	62.09	64.46
Geo-Techl Engineer	54.00	56.16	58.38	60.54	62.91
Landscape Architect,Sr	62.09	64.50	67.08	69.57	72.22
Mapping Supv	52.49	54.53	56.60	58.88	61.11
Materials Engineer,Sr	58.93	61.16	63.53	66.06	68.54
Materials/Geotechl Engineering Supv	60.40	62.69	65.11	67.71	70.26
Mechanical Engineer Supv	67.52	70.07	72.73	75.47	78.30

Mechanical Engineer,Sr	62.38	64.75	67.21	69.95	72.64
Mechanical Plans Engineer Supv	65.94	68.44	71.11	73.65	76.50
Mechanical Plans Engineer,Sr	61.80	64.19	66.60	69.20	71.73
Permit Process Leader, Journey	53.78	55.85	58.09	60.25	62.54
Permit Process Leader, Sr.	58.09	60.25	62.54	64.97	67.52
Permit Process Leader, Supv	62.54	64.97	67.52	70.15	72.88
Power Anlyst,Sr	55.54	57.65	59.85	62.25	64.62
Power Resource Engineer,Sr	54.36	56.43	58.58	60.92	63.24
Structural Plans Engineer Supv	65.94	68.44	71.11	73.65	76.50
Structural Plans Engineer,Sr	61.80	64.19	66.60	69.20	71.73
Surveyor,Chief	57.82	60.02	62.31	64.80	67.27
Transportation Planner, Sr	53.78	55.86	58.09	60.25	62.53
Training & Ed Coord,Sr -BU	42.08	43.74	45.51	47.20	49.01
Victim Advocate Supv	42.40	44.07	45.85	47.55	49.38

D.2 Hourly Base Wage Rates as of January 3, 2024:

	Step 1	Step 2	Step 3	Step 4	Step 5
Accountant,Sr BU	44.61	46.39	48.33	50.12	51.94
Architect,Sr	65.99	68.49	71.10	73.99	76.84
Bldg Plans Examiner Supv	59.58	61.88	64.34	66.74	69.26
Civil Engineer Supv	72.20	74.93	77.77	80.69	83.72
Civil Engineer,Sr	66.70	69.23	71.87	74.79	77.67
Civil Engineering Spec Supv	60.26	62.55	64.88	67.46	
Civil Engineering Spec,Sr	57.50	59.83	62.05	64.43	
Contract Payments Supv	54.85	56.98	59.14	61.53	63.86
Early Ed Spec,Sr BU	44.83	46.71	48.43	50.20	52.20
Economist,Sr	56.20	58.37	60.70	62.96	65.34
Electrical Engineer Supv	72.20	74.93	77.77	80.69	83.72
Electrical Engineer,Sr	66.70	69.23	71.87	74.79	77.67
Electrical Engineering Spec Supv	60.26	62.55	64.88	67.46	
Electrical Engineering Spec,Sr	57.50	59.83	62.05	64.43	
Electrical Power Systs Engineer	70.38	73.41	76.51	79.54	82.62

Electrical Power Systs Engineer,Prin	74.31	77.60	80.79	84.04	87.25
Electrical Power Systs Engineer,Prin-Prem	81.77	85.33	88.89	92.40	95.98
Electrical Power Systs Engineer-Premium	76.26	79.53	82.88	86.20	89.53
Electrical PowerSystsEngineer,Prin-Mrt	90.47	93.73			
Electrical PowerSystsEngineer,Prin-PrmMrt	99.52	103.12			
Electrical PowerSystsEngineer-Mrt	84.37	87.39			
Electrical PowerSystsEngineer-PrmMrt	92.82	96.12			
Electrical Svc Engineer	58.94	61.18	63.52	66.06	68.57
Geo-Techl Engineer	57.74	60.05	62.42	64.73	67.26
Landscape Architect,Sr	66.06	68.62	71.36	74.01	76.83
Mapping Supv	54.85	56.98	59.14	61.53	63.86
Materials Engineer,Sr	61.58	63.91	66.38	69.03	71.63
Materials/Geotechl Engineering Supv	64.58	67.03	69.62	72.40	75.12
Mechanical Engineer Supv	72.20	74.93	77.77	80.69	83.72
Mechanical Engineer,Sr	66.70	69.23	71.87	74.79	77.67
Mechanical Plans Engineer Supv	70.51	73.18	76.03	78.75	81.80
Mechanical Plans Engineer,Sr	66.08	68.63	71.21	74.00	76.70
Permit Process Leader, Journey	56.20	58.36	60.70	62.96	65.35
Permit Process Leader, Sr.	60.70	62.96	65.35	67.90	70.55
Permit Process Leader, Supv	65.35	67.90	70.55	73.31	76.16
Power Anlyst,Sr	59.22	61.47	63.82	66.37	68.89
Power Resource Engineer,Sr	56.80	58.97	61.22	63.66	66.09
Structural Plans Engineer Supv	70.51	73.18	76.03	78.75	81.80
Structural Plans Engineer,Sr	66.08	68.63	71.21	74.00	76.70
Surveyor,Chief	63.87	66.31	68.83	71.59	74.31
Transportation Planner, Sr	56.20	58.37	60.70	62.96	65.34
Training & Ed Coord,Sr -BU	43.98	45.71	47.55	49.32	51.22
Victim Advocate Supv	44.75	46.51	48.39	50.18	52.12

D.3. Hourly Base Wage Rates as of January 4, 2025 will be adjusted based on the formula in Article 9.4. However, the following titles in this bargaining unit will first have their 2024 base rate adjusted as before the formula in Article 9.4 is applied:

	Step 1	Step 2	Step 3	Step 4	Step 5
Accountant,Sr BU	44.61	46.39	48.33	50.12	51.94
Architect,Sr	68.22	70.81	73.50	76.49	79.43
Bldg Plans Examiner Supv	62.73	65.15	67.75	70.27	72.93
Civil Engineer Supv	75.34	78.18	81.15	84.20	87.36
Civil Engineer,Sr	69.60	72.24	74.99	78.04	81.04
Civil Engineering Spec Supv	61.08	63.39	65.76	68.36	
Civil Engineering Spec,Sr	58.28	60.64	62.88	65.30	
Contract Payments Supv	54.85	56.98	59.14	61.53	63.86
Early Ed Spec,Sr BU	44.83	46.71	48.43	50.20	52.20
Economist,Sr	56.20	58.37	60.70	62.96	65.34
Electrical Engineer Supv	75.34	78.18	81.15	84.20	87.36
Electrical Engineer,Sr	69.60	72.24	74.99	78.04	81.04
Electrical Engineering Spec Supv	61.08	63.39	65.76	68.36	
Electrical Engineering Spec,Sr	58.28	60.64	62.88	65.30	
Electrical Power Systs Engineer	73.44	76.60	79.83	83.00	86.21
Electrical Power Systs Engineer,Prin	78.69	82.17	85.55	88.99	92.39
Electrical Power Systs Engineer,Prin-Prem	86.59	90.36	94.13	97.85	101.63
Electrical Power Systs Engineer-Premium	79.58	82.99	86.48	89.94	93.42
Electrical PowerSystsEngineer,Prin-Mrt	95.80	99.25			
Electrical PowerSystsEngineer,Prin-PrmMrt	105.39	109.20			
Electrical PowerSystsEngineer-Mrt	88.03	91.19			
Electrical PowerSystsEngineer-PrmMrt	96.86	100.29			
Electrical Svc Engineer	60.93	63.25	65.66	68.29	70.89
Geo-Techl Engineer	60.24	62.66	65.13	67.55	70.19
Landscape Architect,Sr	68.29	70.94	73.77	76.52	79.42
Mapping Supv	54.85	56.98	59.14	61.53	63.86
Materials Engineer,Sr	61.58	63.91	66.38	69.03	71.63
Materials/Geotechl Engineering Supv	67.39	69.95	72.65	75.54	78.39
Mechanical Engineer Supv	75.34	78.18	81.15	84.20	87.36
Mechanical Engineer,Sr	69.60	72.24	74.99	78.04	81.04
Mechanical Plans Engineer Supv	73.57	76.36	79.34	82.17	85.35
Mechanical Plans Engineer,Sr	68.95	71.62	74.31	77.21	80.03
Permit Process Leader, Journey	56.20	58.36	60.70	62.96	65.35
Permit Process Leader, Sr.	60.70	62.96	65.35	67.90	70.55

Permit Process Leader, Supv	65.35	67.90	70.55	73.31	76.16
Power Anlyst,Sr	61.47	63.81	66.24	68.89	71.51
Power Resource Engineer,Sr	56.80	58.97	61.22	63.66	66.09
Structural Plans Engineer Supv	73.57	76.36	79.34	82.17	85.35
Structural Plans Engineer,Sr	68.95	71.62	74.31	77.21	80.03
Surveyor,Chief	70.48	73.16	75.95	78.98	81.99
Transportation Planner, Sr	56.20	58.37	60.70	62.96	65.34
Training & Ed Coord,Sr -BU	43.98	45.71	47.55	49.32	51.22
Victim Advocate Supv	45.23	47.01	48.91	50.72	52.68

D.4. The rates are illustrative of the increases that are provided for in Articles 9.2, 9.3, 9.4 and 9.5. Any discrepancies shall be governed by Articles 9.2, 9.3, 9.4 and 9.5.

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Appendix E

Administrative Support Unit

Section 1. The classifications and corresponding rates of pay covered by this Agreement are as follows:

E.1 Hourly Base Wage Rates as of January 4, 2023:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Accounting Support Asst-BU	N/A	25.17	26.16	27.13	28.26	
Accounting Tech I-BU	N/A	27.76	28.76	29.84	30.94	
Accounting Tech II-BU	N/A	29.84	30.94	32.07	33.41	
Accounting Tech III-BU	N/A	32.74	33.95	35.32	36.74	
Accounting Tech Supv-BU	N/A	35.32	36.74	38.09	39.54	
Admin Spec I-BU	N/A	28.17	29.19	30.28	31.40	
Admin Spec II-BU	N/A	30.28	31.40	32.54	33.91	
Admin Spec III-BU	N/A	32.54	33.91	35.17	36.53	
Admin Support Asst-BU	N/A	25.55	26.55	27.53	28.68	
Admin Support Supv-BU	N/A	34.46	35.84	37.28	38.65	
Adms Personnel Dispatcher	N/A	29.77	30.88	32.06	33.17	
Cashier	23.91	24.86	25.86	26.89	27.97	
Customer Svc Rep	29.73	30.92	32.03	33.29		
Customer Svc Rep,Sr	32.03	33.29	34.57	35.86		
Customer Svc Rep/Trnr	31.10	32.26	33.54	34.85		
Electrical Sales Order Processor	26.73	27.85	28.83	29.98		
Identification Data Spec	N/A	29.96	31.02	32.22	33.42	
Info&Referral Spec	N/A	27.35	28.34	29.40	30.48	
Office Aide-BU	N/A	N/A	23.91	24.86	25.86	
Office Asst-BU	24.86	25.86	26.89	27.97	29.09	

Office Equip Op	N/A	24.80	25.78	26.73	27.85	
Parks Special Events Schdlr,Sr	33.91	35.17	36.53	37.91	39.44	
Parks Special Events Schedlr	31.40	32.54	33.91	35.17	36.53	
Police Data Tech	N/A	37.36	38.80	40.23	41.66	
Police Data Tech Supv	N/A	44.14	45.90	47.74	49.53	
Police Data Tech Trne	N/A	31.74	32.92	34.28	35.50	
Police Data Tech,Sr	N/A	39.53	40.92	42.56	44.14	
Retirement Spec,Asst	33.77	35.11	36.28	37.76	0.00	
Trng&Ed Coord,Asst-BU	31.02	32.26	33.45	34.80	36.19	
Utilities Account Rep I	30.57	31.59	32.92	34.10	35.48	36.89
Utilities Account Rep II	32.92	34.10	35.48	36.89	38.38	39.90
Utilities Account Rep Trne	28.22	29.40				

E.2 Hourly Base Wage Rates as of January 3, 2024:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Accounting Support Asst-BU	N/A	27.05	28.11	29.15	30.37	
Accounting Tech I-BU	N/A	29.83	30.91	32.06	33.24	
Accounting Tech II-BU	N/A	32.06	33.24	34.45	35.90	
Accounting Tech III-BU	N/A	35.18	36.48	37.95	39.47	
Accounting Tech Supv-BU	N/A	37.95	39.47	40.92	42.48	
Admin Spec I-BU	N/A	31.07	32.20	33.40	34.63	
Admin Spec II-BU	N/A	33.40	34.63	35.89	37.40	
Admin Spec III-BU	N/A	35.89	37.40	38.79	40.30	
Admin Support Asst-BU	N/A	28.18	29.28	30.37	31.63	
Admin Support Supv-BU	N/A	38.00	39.53	41.12	42.63	
Adms Personnel Dispatcher	N/A	32.21	33.41	34.69	35.89	
Cashier	24.98	25.98	27.02	28.10	29.23	
Customer Svc Rep	31.06	32.31	33.47	34.78		

Customer Svc Rep,Sr	33.47	34.78	36.12	37.47		
Customer Svc Rep/Trnr	32.50	33.71	35.05	36.42		
Electrical Sales Order Processor	27.94	29.10	30.13	31.33		
Identification Data Spec	N/A	32.19	33.33	34.62	35.91	
Info&Referral Spec	N/A	28.58	29.61	30.72	31.85	
Office Aide-BU	N/A	N/A	24.98	25.98	27.02	
Office Asst-BU	25.98	27.02	28.10	29.23	30.40	
Office Equip Op	N/A	25.92	26.94	27.94	29.10	
Parks Special Events Schdlr,Sr	37.40	38.79	40.30	41.81	43.50	
Parks Special Events Schedlr	34.63	35.89	37.40	38.79	40.30	
Police Data Tech	N/A	39.04	40.54	42.04	43.54	
Police Data Tech Supv	N/A	46.13	47.96	49.89	51.76	
Police Data Tech Trne	N/A	33.17	34.40	35.83	37.10	
Police Data Tech,Sr	N/A	41.31	42.76	44.47	46.13	
Retirement Spec,Asst	39.35	40.91	42.28	44.00		
Trng&Ed Coord,Asst-BU	32.41	33.71	34.96	36.36	37.82	
Utilities Account Rep I	31.94	33.02	34.40	35.64	37.08	38.55
Utilities Account Rep II	34.40	35.64	37.08	38.55	40.10	41.70
Utilities Account Rep Trne	29.49	30.72				

E.3. Hourly Base Wage Rates as of January 4, 2025 will be adjusted based on the formula in Article 9.4. However, the following titles in this bargaining unit will first have their 2024 base rate adjusted as before the formula in Article 9.4 is applied:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Accounting Support Asst-BU	N/A	27.40	28.48	29.54	30.76	
Accounting Tech I-BU	N/A	30.22	31.31	32.48	33.68	
Accounting Tech II-BU	N/A	32.48	33.68	34.91	36.37	
Accounting Tech III-BU	N/A	35.64	36.96	38.44	39.99	
Accounting Tech Supv-BU	N/A	38.44	39.99	41.46	43.04	

Admin Spec I-BU	N/A	31.86	33.01	34.24	35.50	
Admin Spec II-BU	N/A	34.24	35.50	36.80	38.34	
Admin Spec III-BU	N/A	36.80	38.34	39.77	41.31	
Admin Support Asst-BU	N/A	28.88	30.02	31.13	32.43	
Admin Support Supv-BU	N/A	38.96	40.53	42.15	43.71	
Adms Personnel Dispatcher	N/A	32.74	33.96	35.26	36.48	
Cashier	24.98	25.98	27.02	28.10	29.23	
Customer Svc Rep	31.06	32.31	33.47	34.78		
Customer Svc Rep,Sr	33.47	34.78	36.12	37.47		
Customer Svc Rep/Trnr	32.50	33.71	35.05	36.42		
Electrical Sales Order Processor	27.94	29.10	30.13	31.33		
Identification Data Spec	N/A	32.61	33.77	35.07	36.38	
Info&Referral Spec	N/A	28.58	29.61	30.72	31.85	
Office Aide-BU	N/A	N/A	24.98	25.98	27.02	
Office Asst-BU	25.98	27.02	28.10	29.23	30.40	
Office Equip Op	N/A	25.92	26.94	27.94	29.10	
Parks Special Events Schdlr,Sr	38.34	39.77	41.31	42.86	44.60	
Parks Special Events Schedlr	35.50	36.80	38.34	39.77	41.31	
Police Data Tech	N/A	39.04	40.54	42.04	43.54	
Police Data Tech Supv	N/A	46.13	47.96	49.89	51.76	
Police Data Tech Trne	N/A	33.17	34.40	35.83	37.10	
Police Data Tech,Sr	N/A	41.31	42.76	44.47	46.13	
Retirement Spec,Asst	41.29	42.93	44.36	46.17		
Trng&Ed Coord,Asst-BU	32.41	33.71	34.96	36.36	37.82	
Utilities Account Rep I	31.94	33.02	34.40	35.64	37.08	38.55
Utilities Account Rep II	34.40	35.64	37.08	38.55	40.10	41.70
Utilities Account Rep Trne	29.49	30.72				

E.4. The rates are illustrative of the increases that are provided for in Articles 9.2, 9.3, 9.4 and 9.5. Any discrepancies shall be governed by Articles 9.2, 9.3, 9.4 and 9.5.

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Appendix F

All Bargaining Units

The following MOU attached hereto as Appendix F and signed by the City of Seattle and the Coalition of City Unions ("Parties"), is adopted and incorporated as an Appendix to this Agreement to address certain matters with respect to membership and payroll deductions after the U.S. Supreme Court's decision in Janus v. AFSCME. The Agreement is specific and limited to the content contained within it. Nothing in the MOU is intended, nor do the Parties intend, for the MOU to change the ability to file a grievance on any matter of dispute which may arise over the interpretation or application of the collective bargaining agreement itself. Specifically, nothing in the MOU is it intended to prevent the filing of a grievance to enforce any provision of Article 5, Union Membership and Dues. Any limitations on filing a grievance that are set forth in the MOU are limited to actions that may be taken with respect to the enforcement of the MOU itself, and limited specifically to Section B of the MOU.

MEMORANDUM OF AGREEMENT

By and Between

THE CITY OF SEATTLE

And

COALITION OF CITY UNIONS

Certain Unions representing employees at the City of Seattle have formed a coalition (herein referred to as "Coalition of City Unions") to collectively negotiate the impacts of the Janus v. AFSCME Supreme Court decision and other conditions of employment with the City of Seattle (herein referred to as "City;" together the City and this Coalition of City Unions shall be referred to as "the Parties"); and

This Coalition of City Unions for the purpose of this Memorandum of Understanding (MOU) shall include the following individual Unions, provided that the named Unions are also signatory to this MOU: the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 104; the International Union of Painters and Allied Trades District Council#5; the Inlandboatmen's Union of the Pacific; Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 11 7; the International Brotherhood of Electrical Workers, Local 46; the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32; the International Brotherhood of Teamsters, Local 763; the International Union of Operating Engineers, Local 286; the UNITE Hotel Employees & Restaurant Employees, Local 8; the Public Service & Industrial Employees, Local 1239; the

Washington State Council of County and City Employees, Local 21; the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, Local 15; the Sheet Metal Workers International Association, Local 66; the Seattle Municipal Court Marshals' Guild; the Pacific Northwest Regional Council of Carpenters; the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289; the Seattle Parking Enforcement Officers Guild; the Seattle Police Dispatchers' Guild; the Seattle Police Management Association; and the Seattle Police Officers' Guild.

Background

In June of 2018, the United States Supreme Court issued the Janus v. AFSCME decision. In response to this change in circumstances, this Coalition of City Unions issued demands to bargain regarding the impacts and effects of the Janus v. AFSCME Supreme Court decision.

Included in the Parties collective bargaining agreements is a subordination of agreement clause that in summary states, it is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, City Charter, and state law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal law, City Charter, or state law are paramount and shall prevail.

The parties have agreed to engage in negotiations over the impacts and effects of this change in circumstances to reflect compliance with the Janus v. AFSCME Supreme Court decision.

Agreements

Section A. Amended Union Dues and Membership Language

The Parties agree to amend and modify each of the Parties' collective bargaining agreements as follows:

Article 5 – Union Membership and Dues

The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The performance of this function is recognized as a service to the Union by the City and The City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only. The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from Union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit. The

Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee' s normal working hours and at their usual worksite or mutually agreed upon location.

The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement. At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of their bargaining unit attending the Orientation.

The individual Union meeting and NEO shall satisfy the City' s requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

New Employee and Change in Employee Status Notification: The City shall supply the Union with the following information on a monthly basis for new employee's: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.

Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of their dues authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the union that the terms of the employee's authorization regarding dues deduction revocation have been met. The City will refer all employee inquiries or communications regarding union dues to the appropriate Union.

Section B. Agreement on Impacts of the *Janus v. AFSCME* Supreme Court Decision

The Parties further agree:

1. Member Training: During each year of this agreement a Union's principal officer may request that Union members be provided with at least eight (8) hours or one (1) day, whichever is greater, of paid release time to participate in member training programs sponsored by the Union. The Parties further agree that the release of employees shall be three (3) employee representatives per each Union in an individual Department; or two percent (2%) of a single Union's membership per each department, to be calculated as a

maximum of two percent (2%) of an individual Union's membership in that single department (not citywide), whichever is greater. The approval of such release time shall not be unreasonably denied for arbitrary and/or capricious reasons. When granting such requests, the City will take into consideration the operational needs of each Department. At its sole discretion, the City may approve paid release time for additional employee representatives from each Department on a case-by-case basis.

2. The Unions shall submit to the Office of Labor Relations and the Department as far in advance as possible, but at least fourteen (14) calendar days in advance, the names of those members who will be attending each training course. Time off for those purposes shall be approved in advance by the employee's supervisor.

3. New Employees: The City shall work with the Seattle Department of Technology to develop an automated system to provide the Union with the following information within ten (10) working days after a new employee's first day of work: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate, FTE status. Until the process has been automated the departments may provide the Union notice at the same time the department notifies SDHR benefits, by sending an email to the Union providing the notice of hire. Upon automation departments may elect to not provide notice to the Unions and official notice will only be given by SDHR. The Parties agree to continue to work with departments to provide notice of new hires to the Union no later than 10 working days from the employee first day of work.

4. This agreement is specific and limited to the referenced demand to bargains and the associated negotiations related to the impacts regarding the Janus v. AFSCME decision and sets no precedent or practice by the City and cannot be used or introduced in any forum or proceeding as evidence of a precedent or a practice.

5. Issues arising over the interpretation, application, or enforceability of the provisions of this agreement shall be addressed during the Coalition labor management meetings and shall not be subject to the grievance procedure set forth in the Parties ' collective bargaining agreements.

6. The provisions contained in " Section B" of this MOU will be reviewed when the current collective bargaining agreements expire. The Parties reserve their rights to make proposals during successor bargaining for a new agreement related to the items outlined in this MOA.

7. This Parties signatory to this MOU concur that the City has fulfilled its bargaining obligations regarding the demand to bargains filed as a result of the Janus v. AFSCME Supreme Court decision.

FOR THE CITY OF SEATTLE:

Jenny A. Durkan,
Mayor

~~Susan McNab,~~ Bobby Humes
Interim Seattle Human Resources Director

Laura A. Southard,
Deputy Director/Interim Labor Relations Director

SIGNATORY UNIONS:

Elizabeth Rockett, Field Representative
IU Painters and Allied Trades,
District Council #5

Natalie Kelly, Business Representative
HERE, Local 8

Andrea Friedland, Business Representative
IATSE, Local 15

Amy Bowles, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support

Ray Sugarman, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support

Shaun Van Eyk, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors

Mark Watson, Union Representative
WSCCCE, Council 2, Local 21, 21C, 21Z, 2083
& Local 21-PA Assistant

Steven Pray, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors

Kurt Swanson, Business Representative
UA Plumbers and Pipefitters Local 32

Janet Lewis, Business Representative
IBEW, Local 46

Kal Rohde, Business Representative
Sheet Metal Workers, Local 66

Brian Self, Business Representative
Boilermakers Union, Local 104

John Scearcy, Secretary-Treasurer
Teamsters, Local 117; JCC and Community
Service Officers & Evidence Warehousers

Mike Bolling, Business Representative
IU Operating Engineers, Local 286

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289
& 79

Scott A. Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC

Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security Officers (JCC); Local 1239 Recreation Unit

Peter Hart, Regional Director
Inland Boatmen's Union of the Pacific

Dave Quinn, Business Representative
Pacific Northwest Regional Council of Carpenters

Scott Fuquay, President
Seattle Municipal Court Marshals' Guild
IUPA, Local 600

Michael Cunningham, President
Seattle Police Dispatchers' Guild

Nanette Toyoshima, President
SPEOG, Seattle Parking Enforcement Officers' Guild

Scott Bachler, President
Seattle Police Management Association

Kevin Stuckey, President
Seattle Police Officers' Guild

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289 & 79

Scott A. Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC

Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security Officers (JCC); Local 1239 Recreation Unit

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Michael Cunningham, President
Seattle Police Dispatchers' Guild

Nanette Toyoshima, President
SPEOG, Seattle Parking Enforcement Officers' Guild

Scott Bachler, President
Seattle Police Management Association

Kevin Stuckey, President
Seattle Police Officers' Guild

Appendix H

All Bargaining Units

Boot/Footwear Reimbursement:

1. Effective January 1, 2023, the boot/footwear reimbursement shall be $300.00.
2. Effective January 1, 2024 the boot/footwear reimbursement shall be $325.00.
3. Effective January 1, 2025 the boot/footwear reimbursement shall be $350.00.
4. Effective January 1, 2026 the boot/footwear reimbursement shall be $375.00.
5. During the PERC year (calendar year 2027), a boot/footwear reimbursement shall be $375.00.
6. For 2023, employees may submit receipts for their corresponding annual reimbursements at the 2024 annual reimbursement amounts and may rollover any remaining balance to the next year for use during the term of this agreement, including into the ensuing year after the expiration of the agreement.
7. There will be no other increases to tool and/or uniform reimbursements.
8. PROTEC17 agrees that all existing side agreements and/or past practices with respect to Employer Boot/Footwear Reimbursement shall be incorporated into this collective bargaining agreement between the City and the Union in accordance with Section 22.22 of this agreement.

Appendix H applies specifically to employees covered by this agreement that currently receive a boot/footwear reimbursement/allowance and will not supersede any current agreements and/or recognized practices that provide for a greater level of benefit than contained herein.

AGREEMENT

By and Between

The CITY OF SEATTLE

and

PROTEC17

LEGISLATIVE BARGAINING UNIT

January 1st, 2023 through December 31, 2026

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PREAMBLE

This Agreement is made and entered into by and between the City of Seattle (hereinafter called the City) and PROTEC17, (hereinafter called "Union" or PROTEC17) for the purpose of setting forth the mutual understandings of the parties as to wages, hours, and other conditions of employment of those employees for whom the Union has been recognized as the exclusive collective bargaining representative.

ARTICLE 1 – NONDISCRIMINATION

1.1 The City and the Union agree that they will not discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, gender expression, gender identity, genetic information, status as a disabled veteran, a Vietnam era veteran or other covered veteran, political ideology, creed, religion, ancestry, or national origin; union activity; or the presence of any sensory, mental or physical disability, unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the City.

1.2 Whenever words denoting the feminine or masculine gender are used in this Agreement, they are intended to apply equally to all genders.

1.3 The City and the Union are jointly committed to ensuring equal opportunity and building a workforce that reflects the whole community and creates a diverse workforce. The City and the Union are committed to diversity training. To the fullest extent practicable, the City and the Union are committed to promoting policies, programs, and procedures necessary to investigate claims and resolve illegal discriminatory practices. We are committed to ensuring that our actions individually and collectively support the spirit of this agreement. To that end, the City and the Union agree that the City will make a good faith effort to recruit a diverse applicant pool.

1.4 The City shall make a reasonable effort to accommodate employees with disabling conditions, whether incurred on- or off-the-job.

1.5 The Parties agree nothing in this Agreement shall serve to prevent a job placement or other reasonable accommodation, as may be made pursuant to state or federal law, for prevention of discrimination on the basis of disability.

ARTICLE 2 – RECOGNITION

2.1 The City hereby recognizes the Union as the exclusive collective bargaining representative of all temporary, regular full-time, and regular part time Strategic Advisor-Legislative Bargaining Unit members employed by the City of Seattle.

ARTICLE 3 – UNION MEMBERSHIP AND DUES

3.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved.

3.2 The performance of this function is recognized as a service to the Union by the City and the City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only.

3.3 The Union agrees to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that arise against the City for deducting dues from Union members pursuant to this Article, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

3.4 The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit.

3.5 The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

3.6 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement.

3.7 At least five (5) business days before the date of the NEO, the City shall provide the Union with a list of names of the bargaining unit members attending the Orientation.

3.8 New Employee and Change in Employee Status Notification: The City shall notify the Union with New Hire information as soon as possible. The City will supply the Union with the following information on a monthly basis for new employees:

A. Name
B. Home address
C. Personal phone
D. Personal email (if a member offers)
E. Job classification and title
F. Department and division
G. Work location
H. Date of hire
I. FLSA status: hourly or salary
J. Compensation rate

3.9 Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of the Union dues authorization rules.

3.8 Adoption of New Personnel Management System (Workday): Upon transition to a new Personnel Management System (Workday) the City agrees to notify the appropriate Union with New Hire information no later than one work week after the employee's first day of work. In the event that transition is delayed or the system is unable to send weekly notification, the Parties agree to meet to discuss an alternative notification process no later than May 1, 2024.

3.9 The City will also notify the Union on a monthly basis regarding employee status changes for employees who have transferred into a bargaining unit position and of any employees who are no longer in the bargaining unit.

3.10 Upon transition to a new Personnel Management System (Workday) the City agrees to notify the appropriate Union with New Hire information no later than one work week after the employee's first day of work. In the event that transition is delayed or the system is unable to send weekly notification, the parties agree to meet to discuss an alternative notification process no later than May 1, 2024.

3.11 The Union shall transmit to the City, in writing, by the cutoff date for each payroll period, the name(s) of the Employee(s), as well as [Employee ID Number], who have, since the previous payroll cutoff date, provided the Union with a written authorization for payroll deductions, or have changed their prior written authorization for payroll deductions.

3.12 Every effort will be made by the City to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the Union that the terms of the employee's authorization regarding dues deduction revocation have been met.

3.13 The City will refer all employee inquiries or communications regarding union dues to the Union. The City may answer any employee inquiry about process or timing of payroll deductions.

ARTICLE 4 – RIGHTS OF MANAGEMENT

4.1 The right to hire, determine qualifications, promote, discipline and/or discharge employees, improve efficiency, determine work schedules and location of Department headquarters are examples of management prerogatives. It is understood that the City retains its right to manage and operate its departments except as may be limited by the express provisions of this Agreement.

4.2 Delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and, as such, maximized productivity is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase or diminish the size of the workforce, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods, technology or equipment, the assignment of employees to specific jobs within the bargaining unit, the right to temporarily assign employees to specific jobs or positions outside the bargaining unit, and the right to determine appropriate work out-of-class assignments.

4.3 Probationary Period/Status of Employee: The term "*probationary employee"* is defined as an employee who is within their first twelve (12) month trial period of employment following their initial regular appointment.

The probationary period shall provide the department with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the position, and to terminate any employee whose work performance fails to meet the required standards. During the probationary period, the City will provide the employee with a written 3, 6, and 9-month performance evaluation.

4.4 The City and the Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to management.

4.5 The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for bargaining unit work on a short-term, temporary basis under the following guidelines: (1) required expertise is not available within the City work force, or (2) the occurrence of peak loads above the work force capability.

Determination as to (1), (2), or (3) above shall be made by the department head involved. The Union shall be notified thirty (30) days prior to the start of any new contract or as soon as the department is aware of the need to contract work. The City shall provide consistent and uniform contracting out notice from each City department to the Union. The department head involved shall make available to PROTEC17 upon

1. A detailed justification for the proposed contracting;
2. A labor force analysis demonstrating why the current workforce cannot complete the work;
3. The location where the work will be performed;
4. A description of the work to be contracted;
5. The estimated duration and amount of the contract;
6. The intended start date; and
7. The date the work must be completed, if applicable.

ARTICLE 5 – EMPLOYEE RIGHTS & LABOR–MANAGEMENT COMMITTEE

5.1 It is the purpose and intent of the Joint Labor-Management Committee to disclose, investigate, study, and develop proposed solutions to issues and interests affecting labor and/or management. The following represents the consensus of labor and management to enable the Joint Labor-Management Committee process to work, recognizing the interest and concerns of the parties.

5.2 During the term of the Collective Bargaining Agreement, both parties are mutually bound to use the Joint Labor-Management Committee process to disclose and address issues which either party recognizes as affecting wages, hours, and working conditions, and to complete Joint Labor-Management Committee process before pursuing other statutory or contractual options.

5.3 Regular meetings to be scheduled on a quarterly basis, between the hours of 9 a.m. to 4 p.m., at a location mutually agreed to by the Committee. Interim meetings or sub-committee meetings may be held as mutually agreed to by the Committee.

5.4 Any performance standards used to measure the performance of employees shall be reasonable, however such standards shall not be grievable.

5.5 The employee who appears to have a substance abuse, behavioral, or other problem that is affecting job performance or interfering with the ability to do the job, shall be encouraged to seek information, counseling, or assistance through private sources that they may be aware of, or sources available through the City's Employee Assistance Program. Employees are encouraged to make use of such sources on a self-referral basis and supervisors will assist in maintaining confidentiality. No employee's job security will be placed in jeopardy as a result of seeking and following through with corrective treatment, counseling or advice.

It is the employee's responsibility to correct unsatisfactory job performance or behavioral problems interfering with the ability to perform the job, and failure to do so will result in disciplinary action commensurate with the lack of satisfactory performance or degree of infraction. The employee's department head may hold such disciplinary action in abeyance if the employee agrees:

A. To meet with or advise the Employee Assistance Program Coordinator of the employee's preferred course of treatment; and

B. To follow through on a course of action, treatment or counseling recommended and/or accepted by the Employee Assistance Program Coordinator; and

C. To have such follow-through verified by the Employee Assistance Program Coordinator to the employee's department head or designee.

If the employee fails to follow through as recommended and does not correct their job performance or behavioral problems that interfere with the ability to perform the job, the discipline will be imposed as recommended.

5.6 The off-duty activities of employees shall not be cause for disciplinary action unless said activities are a conflict of interest or are detrimental to the employee's work performance or the program or image of the agency.

5.7 The employees covered by this Agreement may examine their personnel files in the departmental Human Resources Office in the presence of the Human Resources Business Partner or a designated supervisor. In matters of dispute regarding this Section, no other personnel files will be recognized by the City or the Union except that supportive documents from other files may be used. Materials to be placed into an employee's personnel file relating to job performance or personal conduct or any other material that may have an adverse effect on the employee's employment shall be reasonable and accurate and brought to their attention with copies provided to the employee upon request. Employees who challenge material included in their personnel files are permitted to insert material relating to the challenge.

5.8 Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250 and RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employee access to such files. In the event the City initiates or causes to initiate an investigation that could lead to discipline, the City will notify any employee covered by this CBA if their personnel file will be reviewed and considered. In the event the City fails to provide said notification and the investigation results in any disciplinary action, the City will specifically identify the record or records within the employee's file that were considered in reaching its determination. The City's failure to provide proper notice will not be subject to the grievance procedure under this CBA.

5.9 The City agrees that when an employee covered by this Agreement attends a meeting for purposes of discussing an incident that may lead to suspension, demotion or termination of that employee because of that particular incident, the employee shall be advised of their right to be accompanied by a representative of the Union. If the employee desires Union representation in said matter, they shall so notify the City at that time and shall be provided reasonable time to arrange for Union representation.

5.10 The right to representation shall not extend to discussions with an employee in the normal course of business, such as giving instructions, assigning, or evaluating work; informal discussions; delivery of paperwork; staff or work unit meetings; or other routine communications with an employee.

ARTICLE 6 – GRIEVANCE PROCEDURES

6.1 Recognizing that the terms of the Agreement may be subject to different interpretations, both the Department and the Union should have recourse to an orderly means of resolving grievances. The following outline of procedures by which grievances shall be processed is written as for a grievance of the Union against the Department, but it is understood that the steps are similar for a grievance of the Department against the Union.

6.2 A grievance is defined as any dispute between the parties and/or any employees concerning the interpretation, application, claim of breach or violation of the terms and conditions addressed in this Agreement.

Non-Disciplinary Grievance Procedure

6.3 Step 1: The grievance shall be presented by the employee or Steward to the employee's immediate supervisor within twenty (20) business days of the Union employee's or Steward's knowledge of when the grievable incident has allegedly occurred, and the parties shall meet and discuss.

6.4 Step 2: If within twenty (20) business days of the receipt of the grievance by the Supervisor at Step 1, the matter giving rise to the grievance remains unresolved, the Union shall have twenty (20) business days to submit the grievance at Step 2 to the Council President or Designee. The grievance should set forth the following:

A. A statement of the nature of the grievance and the facts upon which it is based,

B. The remedy or correction desired, and

C. The applicable Section or Sections of the Agreement being relied upon.

The Department and the Union shall schedule a meeting to discuss the grievance within ten (10) business days of the grievance being filed at Step 2. After such meeting, the Department has twenty (20) days to reply in writing.

6.5 Step 3: If the grievance is not settled at Step 2, it may be referred to the Federal Mediation and Conciliation Services for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration will be made within thirty (30) business days after receipt of the Step 2 response and will be accompanied by the following information:

A. Question or questions at issue,
B. Statement of facts,

C. Position of employee or employees, and
D. Remedy sought.

6.6 The parties agree to abide by the award made in connection with any arbitral difference.

6.7 Arbitration awards or grievance settlements shall not be retroactive beyond the date of occurrence or non-occurrence upon which the grievance is based.

6.8 The parties agree that any grievance shall be filed at the appropriate step of the grievance procedure with authority to adjudicate.

6.9 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

6.10 The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.

Disciplinary Grievance Procedure

6.11 The City and the Union agree that the primary objective of discipline will be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:

A. Verbal warning;

B. Written reprimand;

C. Suspension;

D. Demotion; or

E. Termination

The City, the Union, and the employees recognize the special circumstances of supporting elected officials in public-facing roles. As such, the City, the Union, and the employees recognize the critical importance of obtaining the highest levels of performance from unit employees; and the City, the Union, and the employees have thus mutually embrace a requirement of high performance. The City, the Union, and the employees also agree upon the City's need to ensure employees fully comply with all rules, policies, and practices of the City. As such, these standards and expectations shall be the baseline for any such determination of suspension, demotion, discharge or any other disciplinary action. The City and the Union further agree that the City shall

use the following standards to determine if the disciplinary action is firmly and fairly decided:

1. A reasonable rule/order was broken;
2. The employee was put on sufficient notice of the rule/order;
3. A fair investigation has been completed;
4. Substantial proof of the violation of a reasonable rule/order was discovered during the investigation; and
5. The employee was treated equally to other employees who committed a similar offense.

The parties further agree that the disciplinary action taken depends upon the seriousness of the affected employee's conduct. In cases of suspension, demotion, or discharge, the specified charges and duration, where applicable, of the action will be furnished to the employee in writing not later than one (1) business day after the action became or becomes effective.

The parties agree that there is no other grievance process for disciplinary actions except as provided in Sections 6.11 through 6.15 (Disciplinary Grievance Procedure).

6.12 The department may provide oral or written performance expectations to employees at any time.

6.13 If the Appointing Authority or Designee determines that an employee has failed to comply with performance expectations, the employee may be disciplined by receiving a verbal reprimand, written reprimand or suspension, demotion, or discharge of their employment. A memorandum regarding an employee's failure to comply with established expectations may be provided to an employee in lieu of these disciplinary actions for an initial failure. Whereas an employee may still receive a documented Written Verbal Reprimand or a Written Reprimand as a disciplinary action, it shall not be subject to appeal through this procedure.

6.14 Step 1: The grievance shall be presented by the employee or Steward to the Council President or their Designee within twenty (20) business days of issuance of discipline or the recommendation of discipline.

The Department and the Union shall schedule a meeting to discuss the grievance within ten (10) business days of the grievance being filed. After such meeting, the Department has twenty (20) business days to reply in writing.

Step 2: If within twenty (20) business days of the receipt of the grievance by the Council President at Step 1, the matter giving rise to the grievance remains unresolved, the Union shall have twenty (20) business days to invoke the following process at Step 2:

A. The Union may request the formation of a Step 2 grievance hearing panel (Hearing Panel), that will issue recommended findings to remove the discipline, grant a lower level of discipline, grant reinstatement of the employee or otherwise take any action to make the employee whole. The Hearing Panel shall be comprised of three (3) individuals: one (1) member selected by the Union, one (1) member selected by the Council President or Designee and one (1) member selected by the prior two (2) members from a list of available mediators provided by the Federal Mediation and Conciliation Services (FMCS). The Hearing Panel shall be formed no later than twenty (20) business days after the Union has submitted its request. Within these twenty (20) business days, the Union shall select its panel member; the City shall select its panel member, and the parties shall agree upon a mediator provided by FMCS. Should a mediator not be agreed upon within twenty (20) business days by the parties, the mediator shall be decided by a lottery between the parties (e.g. the drawing of Mediators at random).

B. During the Step 2 Hearing, the Hearing Panel shall accept written statements and other evidence it deems necessary in reaching its determination. After completing its review of all relevant materials, the Hearing Panel shall issue its findings within ten (10) business days of completion of the Step 2 Hearing.

C. In performing its Step 2 review, the Hearing Panel must apply the same standards listed above in Sections 6.11.A through 6.11.E (Progressive Discipline) and Sections 6.11 through 6.13 (Standards for Discipline) with the parties and Hearing Panel agreeing the level of disciplinary action taken depends upon the seriousness of the affected employee's conduct. Furthermore, the parties and Hearing Panel agree the special circumstances of supporting elected officials in public-facing roles are of critical importance in obtaining the highest levels of performance from unit employees and that may determine the severity of any disciplinary action taken upon an employee in accordance with this agreement.

6.15 Provided an employee has received no further or additional discipline in the intervening period, a verbal or written reprimand may not be used for progressive discipline after two (2) years other than to show notice of any rule or policy at issue. Discipline that arises as a result of a violation of workplace policies of City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence shall not be subject to this Section of this Agreement.

6.16 Property Interest Discipline Grievance

A. The burden of proof in disciplinary procedures shall be upon the City.

B. Where an appointing authority or their designee imposes or intends to impose property level discipline a preliminary notice of discipline shall be given to the employee. This preliminary notice of discipline shall contain (a) charges; (b) general description of the alleged acts and/or conduct upon which the charge is based and (c) the penalty to be imposed. A copy of the preliminary notice of discipline shall be concurrently provided to the local Union office. Upon request of the Union, the City shall provide a complete copy of the investigation files in advance of any Loudermill hearing requested in advance of issuing the formal discipline. The Union may also request a meeting to review the investigation file with the City's investigator. And Labor Relations. Both requests must be made timely, may not unduly delay the City's disciplinary processes.

Reclassification Grievance Procedure

6.17 A reclassification grievance will be initially submitted by the Union in writing to the Director of Labor Relations, with a copy to the Department. The Union will identify in the grievance letter the name(s) of the grievant(s), their current job classification, and the proposed job classification. The Union will include with the grievance letter a Position Description Questionnaire (PDQ) completed and signed by the grievant(s). At the time of the initial filing, if the PDQ is not submitted, the Union will have sixty (60) business days to submit the PDQ to Labor Relations. After initial submittal of the grievance, the procedure will be as follows:

A. The Director of Labor Relations, or designee, will notify the Union of such receipt and will provide a date (not to exceed five (5) months from the date of receipt of the PDQ signed by the grievant(s)) when a proposed classification determination report responding to the grievance will be sent to the Union.

The Director of Labor Relations, or designee, will provide notice to the Union when, due to unforeseen delays, the time for the classification review will exceed the five (5) month period.

B. The Department Director, upon receipt of the proposed classification determination report from the Director of Labor Relations, or designee, will respond to the grievance in writing.

C. If the grievance is not resolved, the Union may, within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution:

1. The Union may submit the grievance to binding arbitration per Section 6.6 (Step 3); or

2. The Union may request the classification determination be reviewed by the Classification Appeals Board, consisting of two members of the Classification/Compensation Unit and one human resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request, arrange a hearing; and, when possible, convene the hearing within thirty (30) business days. The Board will make a recommendation to the Seattle Human Resources Director within forty-five (45) business days of the appeal hearing. The Director of Labor Relations, or designee, will respond to the Union after receipt of the Seattle Human Resources Director's determination. If the Seattle Human Resources Director affirms the Classification Board recommendation, that decision shall be final and binding and not subject to further appeal. If the Seattle Human Resources Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Section 6.6 (Step 3).

ARTICLE 7 – PERFORMANCE MANAGEMENT

7.1 The Union recognizes the City's right to establish and/or revise performance evaluation systems. Such systems may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees. In establishing new and/or revising existing performance evaluation systems, the City shall meet prior to implementation with the Labor-Management Committee to jointly discuss such performance standards. The City agrees that performance standards shall be reasonable.

ARTICLE 8 – UNION REPRESENTATIVES

8.1 The Union Executive Director or Union Representative of the Union may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit their activities during such investigations to matters relating to this Agreement. City work hours shall not be used by employees or Union Representatives for the conduct of Union business or the promotion of Union affairs.

8.2 The Union Executive Director and/or Union Representatives shall have the right to appoint a shop steward at any location where members are employed under the terms of this Agreement. The department shall be furnished by the Union with the names of shop stewards so appointed. Immediately after appointment of its shop steward(s), the Union shall furnish the Seattle Department of Human Resources with a list of those employees who have been designated as shop stewards. Said list shall be updated as when any new shop steward is appointed. The shop steward shall see that the provisions of this Agreement are observed, and shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay. This shall not include processing grievances at Step 3 of the Non-Disciplinary Grievance Procedure enumerated in Article 6 of this Agreement. Under no circumstances shall shop stewards countermand orders of or directions from the City officials or have the authority to change working conditions.

8.3 Any charges by management that indicate a shop steward is spending an unreasonable amount of time in handling grievances or disputes or performing other duties for the Union shall be referred to the Director of Labor Relations or a designee for discussions with the Union Executive Director or designee. The City shall have the right to require the Union to refrain from excessive activities, or if after discussion with the Union Executive Director or designee, the shop steward or Union Representative continues to spend an unreasonable amount of time handling grievances and disputes, management may require written authorization from the steward's supervisor for these activities.

8.4 Where available and after prior arrangements have been made, the City may make available to the Union, meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the department.

8.5 The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, employees who participate in bargaining as part of the Union’s bargaining team during the respective employee’s work hours shall remain on paid status without

the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

A. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall not be applicable to this provision,

B. No more than an aggregate of one hundred fifty (150) hours of paid time for the negotiation sessions resulting in a labor agreement, shall be authorized under this provision, and

C. If the aggregate of one hundred fifty (150) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time.

ARTICLE 9 – WORK STOPPAGE

9.1 The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of the Agreement, the Union shall not cause any work stoppage, strike, slowdown or other interference with City functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Employees shall not cause or engage in any work stoppage, strikes, slowdown or other interference with City functions for the term of this Agreement. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the City; including but not limited to the recovery of any financial losses suffered by the City.

ARTICLE 10 – SAFETY STANDARDS

10.1 All work shall be done in a competent and safe manner, and in accordance with the State of Washington Safety Codes. Where higher standards are specified by the City than called for as minimum by state codes, City standards shall prevail.

10.2 At the direction of the City, it is the duty of every employee covered by this Agreement to comply with established safety rules, promote safety and to assist in the prevention of accidents. All employees covered by this Agreement are expected to participate and cooperate in the overall City Safety Program.

10.3 The City shall provide safe working conditions in accordance with WISHA and OSHA.

10.4 Each shop steward will be allowed time off with pay to attend departmental safety meetings, pertinent to their work location as scheduled by the appropriate department.

10.5 The City and the Union are committed to maintaining a safe work environment. The City and the Union shall determine and implement mechanisms to improve effective communications between the City and the Union regarding safety and emergency-related information. The City shall communicate emergency plans and procedures to employees and the Union.

10.6 Safety Committee: PROTEC17 shall be notified in advance and included in any processes that are used by City Departments to determine employee membership on all departmental, divisional, and sectional Safety Committees. Union notification and engagement protocols will be facilitated through departmental labor management committees.

10.7 Citywide Health and Safety Committee: The Employer and the Coalition of City Unions ("CCU") shall form a City-wide health and safety committee. CCU member unions shall appoint no more than ten (10) members of the committee. The Employer shall appoint a maximum of 10 members to the committee. The committee shall convene at least quarterly. The Parties may meet more frequently by mutual agreement.

10.8 Departmental Health and Safety Committee: Each City department will form joint safety committees in accordance with WISHA requirements at each permanent work location where there are eleven (11) or more employees. Where there is need, safety committees may also be formed at division levels, and/or unit levels, however these shall not replace the departmental safety committee.

When setting up safety committee elections, a department will notify the unions represented at that location and the union shall have 14 days to provide the City with a list of union appointed members proportionate to their representation at the location. Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the appropriate Appointing Authority for review and action, as necessary. The Appointing Authority or designee will report follow-up action/information to the Safety Committee.

10.9 Employee Workplace Safety: The City shall make reasonable efforts to provide an environment free from violence, harassment and other hazardous conditions When the Union or employee(s) report a hazardous conditions in the City operated workplace, the City shall conduct a risk assessment to identify potential hazards and make efforts to mitigate any findings. Both the risk assessment and mitigation plan will be shared with the impacted labor Unions.

A) Recognizing the health and safety impacts of climate change to workers and the community,

City Departments shall follow OSHA/WISHA guidelines and recommendations in order to create written worksite safety plans to prevent heat-related illness and ensure emergency preparedness for employees in the event of extreme outdoor heat.

B) Ergonomic Assessments

At the request of an employee, the Employer will ensure that an ergonomic assessment of the employee's workplace is completed in City facilities. Solutions to identified issues/concerns will be implemented within available resources.

C) Air Quality Assessments

Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with the safety committee section above.

D) Pandemic Health and Safety

The City will follow guidelines as set by the CDC and local Public Health entities with regard to any pandemic or disease outbreak

ARTICLE 11 – HOLIDAYS

11.1 The following days or days in lieu thereof shall be considered as paid holidays:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
President's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	July 19
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples' Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	First Friday after Thanksgiving Day
Christmas	December 25
Two Personal Holidays, or	(0 – 9 Years of Service)
Four Personal Holidays	(After Completion of 18,720 regular Hours)

11.1.1 Employees who have completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (article 12.2) on or before December 31st of the current year shall receive an additional two (2) personal holidays for a total of four (4) personal holidays (per Article 11.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

11.2 An employee must be on paid status on the regularly scheduled workday immediately preceding or immediately following a holiday to be entitled to holiday pay.

11.3 New employees and employees returning from unpaid leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work; provided, that short authorized absences of four (4) days or less shall not be considered in the application of the preceding portion of this Section, and provided further, that no combination of circumstances whereby two (2) holidays are affected by the foregoing provision may result in payment for more than one (1) of such holidays.

11.4 Central Staff Holiday Flexibility Proposal: In recognition of the importance that the City places on celebrating Indigenous People's Day and Veteran's Day on the observed day, the City shall, to the extent possible based on departmental need, endeavor that employees covered by this agreement are able to take holidays on those dates. This includes, where possible, avoiding meeting requirements on those days.

In most circumstances, a Strategic Advisor, currently covered by this agreement and employed under the working title Legislative Analyst, shall have the ability to take both of the holidays identified above. If, due to actual or anticipated business need, a Strategic Advisor cannot take one or both of the holidays, they may substitute a different regular day or days off between the holiday and the end of the payroll year. By September 15, employees who anticipate working on one or both of the holidays that year, shall notify the Central Staff Director in writing.

When the employee takes the holiday, or works on the holiday and takes a substitute day off, it shall be noted in the employee's official timecard.

11.5 Employees who work less than a full calendar year shall be entitled only to those holidays, Monday to Friday inclusive, which fall within their work period. Employees quitting work or discharged for cause shall not be entitled to pay for holidays following their last day of work.

11.6 Holidays falling on a Saturday or a Sunday shall be recognized and paid on those actual days for employees regularly scheduled to work those days. Payment will be made only once for any holiday. An employee whose normal day off falls on an officially observed holiday shall receive another day off, with pay, during the same workweek in which the holiday occurs. By mutual agreement between Management and the employee, an employee scheduled to work on an actual holiday may receive the day of an actual holiday off in lieu of receiving another day off later in the same pay period.

11.7 New employees shall be entitled to use the personal holidays as referenced in Section 11.1 of this Article during the calendar year of hire.

11.8 Employees may take their personal holidays at any time with supervisory approval.

11.9 Personal holidays cannot be carried over from year to year, nor can they be cashed out if not used by the end of the calendar year.

ARTICLE 12 – VACATION, EXECUTIVE, AND MERIT LEAVE

12.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 12.3 for each hour on regular pay status as shown on the payroll, pro-rated for part-time employees.

12.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time and sick leave.

12.3 The vacation accrual rate shall be determined in accordance with the rates set forth in the lower table

COLUMN NO. 1		COLUMN NO. 2			COLUMN NO. 3
			EQUIVALENT ANNUAL VACATION		MAXIMUM VACATION
ACCRUAL RATE			FOR FULL-TIME EMPLOYEE		BALANCE
Hours on Regular Pay Status	Vacation Earned Per Hour	Years of Service	Working Days Per Year	Working Hours Per Year	Maximum Hours
0 through 08320	0460	0 through 4	12	(96)	192
08321 through 18720	0577	5 through 9	15	(120)	240
18721 through 29120	0615	10 through 14	16	(128)	256
29121 through 39520	0692	15 through 19	18	(144)	288
39521 through 41600	0769	20	20	(160)	320
41601 through 43680	0807	21	21	(168)	336
43681 through 45760	0846	22	22	(176)	352
45761 through 47840	0885	23	23	(184)	368
47841 through 49920	0923	24	24	(192)	384
49921 through 52000	0961	25	25	(200)	400
52001 through 54080	1000	26	26	(208)	416
54081 through 56160	1038	27	27	(216)	432
56161 through 58240	1076	28	28	(224)	448
58241 through 60320	1115	29	29	(232)	464
60321 and over	1153	30	30	(240)	480

Effective January 1, 2024, or sixty (60) calendar days after full ratification of this replacement contract, whichever is later, the vacation accrual table will be as follows on a going-forward basis:

Accrual Years/Hours	Vacation Days	Hours per Year	Maximum Hours
Year 0-3 / 0-6,240	12	96	192
Year 4-7 / 6,241-14,560	16	128	256
Year 8-13 / 14,561-27,040	20	160	320
Year 14-18 / 27,041-37,440	23	184	368
Year 19 / 37,440 -39,520	24	192	384
Year 20 / 39,521-41,600	25	200	400
Year 21 / 41,601 – 43,680	26	208	416
Year 22 / 43,681 – 45,760	27	216	432
Year 23 / 45,761 – 47,840	28	224	448
Year 24 / 47,841 – 49,920	29	232	464
Year 25+ - 49,921+	30	240	480

12.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which they became eligible and may accumulate a vacation balance which shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

12.5 When an employee must cancel a scheduled and approved vacation at the request of management and is not able to reschedule and use vacation prior to attaining their maximum allowance, the appointing authority, or their designee, may allow the employee to exceed the maximum allowance and continue to accrue vacation for up to three (3) months. If an employee is not approved to take vacation during that three (3)-month period, management will meet with the employee and the Union to discuss options for mitigating any loss of vacation hours due to business needs.

12.6 An employee who is receiving disability compensation pursuant to SMC Chapter 4.44 continues to accrue vacation and may exceed their maximum allowance until the employee ceases to receive such compensation. If the employee does not return to work when their disability compensation eligibility ends, they shall run out their vacation balance. If the employee returns to regular pay status with a vacation balance that exceeds the maximum allowance, they shall have three (3) months from the date of return to reduce the balance, during which time they shall continue to accrue vacation.

12.7 The minimum vacation allowance to be taken by an employee shall be four (4) hours.

12.8 An employee who leaves the City service for any reason shall be paid in a lump sum for any unused vacation they had previously accrued.

12.9 Upon the death of an employee in active service, pay shall be allowed for any vacation earned in the preceding year and in the current year and not taken prior to the death of such employee.

12.10 Where an employee has exhausted their sick leave balance, the employee may use vacation for further leave for medical reasons, subject to verification by the employee's medical care provider and approval of the appointing authority or their designee. Where the terms of this Section are in conflict with Ordinance 116761 (Family and Medical Leave) as it exists or may be hereafter modified, the Ordinance shall apply.

12.11 The designated Management representative shall arrange vacation time for employees on such schedules as will least interfere with the functions of the work unit, but which accommodates the desires of the employee to the greatest degree feasible.

12.12 Employees with prior regular City service who are regularly appointed to positions within the City shall begin accruing vacation at the rate which was applicable upon their most recent separation from regular City service.

12.13 Executive Leave

A. Eligible full-time employees shall receive thirty-two (32) hours of paid executive leave annually. Eligible part-time employees shall receive executive leave proportionate to their part-time status annually. For example, a 75% employee shall receive 75% of thirty-two hours, or twenty-four (24) hours annually.

B. Executive Leave is prorated for employees who become eligible following the first full pay period in January at the rate of one (1) day of executive leave for each calendar quarter the employee is employed during the first full pay period of the quarter.

C. Employees must use executive leave in increments of eight (8) hours. Part-time employees must use executive leave in increments equivalent to the length of their normal workday.

D. Executive leave has no cash value and cannot be cashed out or carried over from year to year.

12.14 Merit Leave

A. At their sole discretion, the appointing authority or designee may annually award eligible full-time employees a maximum of forty-eight (48) hours of paid merit leave in recognition of exceptional job performance.

B. The appointing authority or designee may annually award eligible part-time employees paid merit leave proportionate to their part-time status in recognition of exceptional job performance. For example, a 75% employee may receive up to 75% of forty-eight (48) hours, or thirty-six (36) hours annually.

C. Employees may be awarded up to forty-eight (48) hours of merit leave regardless of their length of service in a given year. Part-time employees may be granted up to their prorated maximum regardless of their length of service in a given year.

D. Merit leave is awarded in December in recognition of the current year's performance. Employees may use the current year's award beginning in January of the year following the year of the award.

E. Employees must use merit leave in increments of eight (8) hours. Part-time employees must use merit leave in increments equivalent to the length of their normal workday.

F. Merit leave has no cash value and cannot be cashed out or carried over from year to year.

G. Employees who have not met performance expectations shall not be eligible for merit leave for the following year.

H. The City and Union agree that for the year 2020 any merit leave days that would have been accrued will have the ability to be carried over for use into 2021; these merit days must be used in 2021 and cannot be carried over after December 31, 2021. The 2020 carry-over of these merit days will not set precedent for future years.

12.15 Occasional Absences of Less than Four Hours

Eligible salaried employees shall fulfill their professional responsibilities with no expectation of overtime compensation. The appointing authority shall allow them discretion in structuring their workday to ensure that they can fulfill those responsibilities. Eligible salaried employees shall not be required to use their paid leave balances for occasional absences of four hours or less during a work day, and shall be paid their regular salaries despite such absences. Eligible salaried employees shall notify their supervisors in advance of such absences and shall schedule such absences to cause the least impact on their work units. Such absences shall not interfere with the employee's ability to produce their expected work outcomes.

ARTICLE 13 – SICK LEAVE AND INDUSTRIAL INJURY/ILLNESS

13.1 Employees accumulate sick leave credit from the date of regular appointment to City service and are eligible to use sick leave for a qualifying reason after thirty (30) calendar days of employment. Employees covered by this Agreement shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week.

13.2 Employees may accumulate sick leave with no maximum balance.

13.3 An employee may use accumulated sick leave if they must be absent from work because of:

A. A personal illness, injury or medical disability incapacitating the employee for the performance of their job, or personal health care appointments; or an absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventive care; or as otherwise required by Seattle Municipal Code 14.16 and other applicable laws such as RCW 49.46.210; or

B. Care of an employee's spouse or domestic partner, or the parent, child (as defined by SMC 4.24.005), sibling, dependent or grandparent of such employee or their spouse or domestic partner, in instances of an illness, injury, or health care appointment where the absence of the employee from work is required, or when such absence is recommended by a health care provider, and as required by City Ordinance as cited at SMC 4.24. To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code 49.46.210with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or

C. Employee absence due to closure of the employee's worksite by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material. When the employee place of business has been closed by order of a public official for any health-related reason, or when an employee's or child's school or place of care has been closed for such reason, or as otherwise required by chapter 14.16 and other applicable laws such as RCW 49.46.210; or employee absence from work to care for a child whose school or place of care has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material.

D. The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or

E. Eligible reasons related to domestic violence, sexual assault, or stalking as set forth in RCW 49.76.030.

F. The non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for purposes of adoption, including any time away from work prior to or following placement of the child to satisfy legal or regulatory requirements for the adoption.

G. Sick leave used for the purposes contemplated by Article 14.3.E and 14.3.G must end before the first anniversary of the child's birth or placement.

H. Abuse of paid sick leave or use of paid sick leave not for an authorized purpose may result in denial of sick leave payment and/or shall be grounds for discipline up to and including dismissal in accordance with Article 7 of this collective bargaining agreement.

13.4 An employee may use accumulated sick leave in order to provide non-medical care to the newborn child of the employee or their spouse or domestic partner. With the appointing authority's approval, an employee may take sick leave under this Article to supplement a reduced work schedule, provided that the work schedule must be stable and predictable. Sick leave taken for the non-medical care of a newborn child must begin and end by the first anniversary of the child's birth.

13.5 An employee may request use of accumulated sick leave for the non-medical care of a dependent child placed with the employee or their spouse or domestic partner for adoption. Sick leave approved for this reason may also be used to cover the employee's absence(s) to satisfy legal and regulatory requirements prior to and after the placement, and reasonable travel time to claim and return home with the child. With the appointing authority's approval, an employee may take sick leave under this Article to supplement a reduced work schedule, provided that the work schedule must be stable and predictable. Sick leave taken for the non-medical care of a dependent child must begin and end by the first anniversary of the child's adoption.

13.6 An appointing authority, or designated management representative, may approve sick leave payment for an employee as long as the employee:

A. Makes prompt notification;

B. Claims use of sick leave time using the appropriate method(s);

C. Limits claims to the actual amount of time lost due to illness or disability or for the reasons described in Sections 13.3, 13.4 and 13.5;

D. Obtains such medical treatment as is necessary to hasten their return to work; and

E. Provides medical certification of the job-related need for sick leave for absences of more than four (4) days. Medical certification should only include the information that the appointing authority, or designated management representative, needs to authenticate the employee's need for sick leave.

13.7 Sick leave pay may be denied, with justification, and/or medical certification may be required, for employees who are absent repeatedly or whose absences precede or follow regular days off or follow some other pattern without reason, or who abuse sick leave, or who obtain, attempt to obtain or use sick leave fraudulently, or whose absences are the result of misconduct during working hours. Abuse of sick leave shall be subject to the provisions of Article 13 of this Agreement.

13.8 Employees are not eligible to receive paid sick leave when on leave without pay, when laid off, or otherwise not on regular pay status. If an employee is injured or becomes ill while on paid vacation or compensatory time off, the employee shall provide a statement from their health care provider or other acceptable proof of illness or disability for the time involved substantiating the request for sick leave use in lieu of vacation or compensatory time off.

13.9 Washington State Paid Family and Medical Leave: The City and Union agree to that either party has the ability to reopen negotiations regarding changes arising from or related to the Washington Paid Family and Medical Leave Program (Title 50A RCW) including, but not limited to, changes to the City's current paid leave benefit which may arise as a result of final rulemaking from the State of Washington, which may include changes to the draw down requirements associated with the City's Paid Family and Parental Leave programs.

Employees will continue to pay the employee portion of the required premium [listed as the WA Paid Family Leave Tax and the WA Paid Medical Leave Tax on an employee's paystub] of the Washington State Paid Family and Medical Leave Program.

13.10 Shared Sick Leave Pool: The City will standardize the current sick leave transfer("donation") program across all City departments through the following actions:

1. Standardization of:
   a. Forms
   b. Processing templates
   c. FAQs
   d. Interdepartmental donation of sick leave
2. Anonymizing sick leave requests for potential recipients
3. Anonymizing sick leave donations from contributors

The intent of the program is to create a mandatory and uniform system that will function across departments as the established protocol for all sick leave donation requests and donations. The City agrees to perform this standardization using a Labor-Management Committee ("LMC") meeting, which will work in consultation with appropriate subject matter experts ("SMEs"), including but not limited to Seattle Human Resources, FAS Citywide Payroll and Business Systems, ITD HRIS and Race and Social Justice SMEs. The City further agrees to convene the LMC no later than 90 days from execution of this Agreement and to meet no less than monthly on the standardization process beginning in the month following the initial convening of the LMC.

13.11 SPFML Top-Up

Employees receiving SPFML may use any of their accrued paid and/or granted leave ("Leave") to supplement the SPFML benefit payment, up to 100% of their weekly salary paid by the City of Seattle. The use of such leave to augment the SPFML benefit shall be called "supplemental leave pay." Use of Leave by an employee to supplement SPFML is strictly voluntary. The City cannot require an employee to use accrued leave to supplement SPFML benefits.

Supplemental Leave Pay Utilization Process

A. Leave for the purposes of this proposal, is defined as all accrued and/or granted leave as set forth and defined in the City of Seattle Municipal Code Title 4 (Personnel) Sections 4.24 through 4.34 (vacation, sick leave, floating, merit, comp time, executive, etc.).

B. Supplemental leave pay may be accessed starting the first pay period after the City has received the final SPFML claim determination notice from the Washington State Employment Security Department ("ESD").

C. Supplemental Leave Supplemental leave can be used by employees based on the date range signified in the SPFML eligibility letter. For instances in which that date has passed, employees can submit time sheet correction requests to add the use

of supplemental leave, as defined above. No time sheet corrections or reactivity shall be applied to any date or SPFML prior to the execution of this Agreement.

D. The use of supplemental leave to "top-up" an employee's SPFML benefit shall not exceed the amount of accrued and/or granted leave the employee has available in their balances.

E. The use of accrued and/or granted paid leave to supplement the SPFML benefit will be available in 15 minute increments, except for when the accrued and/or granted paid Leave the employee requests to be used to supplement the SPFML must be used in full day increments as specified by a given collective bargaining agreement or by City code or Personnel rules (e.g. personal holidays), and then shall be only available in full-day increments.

F. An employee must have already accrued the paid/granted leave they seek to use for the pay period in which they seek to use it.

G. It is the employee's responsibility for determining whether they have the accrued and/or granted leave they seek to use in a given pay period to supplement the SPFML.

13.12 Return-to-Work Verification: An employee returning to work after an absence of more than four (4) consecutive days requiring sick leave, may be required to provide certification from their health care provider that the employee is able to perform the essential functions of the job with or without accommodation.

13.13 An employee who takes sick leave for a family and medical leave-qualifying condition shall comply with the notification, certification and release protocols of the Family and Medical Leave Program. Their properly certified absence shall be accorded the protections of family and medical leave, as long as it is for a condition that qualifies for both family and medical leave and sick leave.

13.14 An employee who is re-employed following separation from City employment shall have any unused sick leave balance from their prior period of employment restored unless the separation was due to resignation, quit or discharge.

13.15 An employee who was eligible for sick leave accumulation and use under this Article prior to appointment to a regular (non-temporary) position not covered under the sick leave plan, shall have their former unused sick leave credits restored upon return to a position that is covered under the sick leave plan.

13.16 An employee who has been granted a sabbatical leave may elect to take a lump sum cash-out of any or all of their unused sick leave balance in excess of two hundred and forty (240) hours at the rate of one (1) hour's pay for every four (4) hours of accumulated and unused sick leave. The employee forfeits all four (4) hours exchanged for each one (1) hour of pay. The employee must exercise this option at the beginning of their sabbatical leave.

13.17 Sick leave that is cashed out is paid at the rate of pay in effect for the employee's primary job classification or title at the time of the cash-out.

13.18 All employees who are included in the City's sick leave plan are eligible to participate as a recipient or donor in the Sick Leave Transfer Program, if the affected employee meets the eligibility conditions specified in Personnel Rule 7.7.9.

13.19 An employee may, with supervisory approval, participate as a non-compensated donor in a City-sponsored blood drive without deduction of pay or paid leave. Such participation may not exceed three (3) hours per occurrence for travel, actual donation and reasonable recuperation time. In order to qualify for time off under this Article, the employee must provide their name and department to the blood bank representative for verification of their participation by the appointing authority.

13.20 Industrial Injury or Illness:

A. Any employee who is disabled in the discharge of their duties, and if such disablement results in absence from their regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided, the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.

B. Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to their sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that,

if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in absence from their regular duties (up to a maximum of eighty percent (80%) of the employee's normal hourly rate of pay per day) shall be reinstated by Industrial Insurance or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 13.17.A.

C. In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions. This provision shall become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.

D. Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting, unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

E. The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) days after notification to the employee. The City's action is subject to the grievance procedure.

F. Such compensation shall be authorized by the Seattle Human Resources Director or their designee with the advice of the employee's appointing authority on request from the employee, supported by satisfactory evidence of medical treatment of the illness or injury giving rise to the employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

G. Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 13.17.A. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 13.17.A).

H. Any employee eligible for the benefits provided by SMC 4.44.020 whose disability prevents them from performing their regular duties but, in the judgment of their physician could perform duties of a less strenuous nature, shall be employed at their normal rate of pay in such other suitable duties as the appointing authority shall direct, with the approval of such employee's physician, until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

I. Sick leave shall not be used for any disability herein described except as allowed in Section 13.17.B.

J. The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.

K. Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

ARTICLE 14 – LEAVES OF ABSENCE

14.1 Bereavement Leave: All employees covered by this Agreement are allowed forty (40) hours off without salary deduction for bereavement purposes in the event of the death of any relative. Bereavement leave may be used in full day increments or increments of one (1) hour, at the employee's discretion. Bereavement leave must be used within one (1) year; employees may submit for exceptions to this within thirty (30) days (requests that come in after the 30 days will be considered) of the death if they know they will need longer than one (1) year to use leave for that event. This benefit is prorated for less-than-full time employees.

For purposes of this Section, "relative" is defined as any person related to the employee by blood, marriage, adoption, fostering, guardianship, in loco parentis, or domestic partnership.

14.2 Sabbatical Leave: Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Personnel Rule 7.4.

14.3 Military Leave:

A. A bargaining unit member in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as a City employee shall receive the difference between one hundred percent (100%) of their City base pay and their military pay (plus adjustments). City base pay shall include every part of wages except overtime.

B. The City will comply with the requirements of RCW 73.16 and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended, with respect to unpaid leave of absence and return rights for employees who leave City Service to serve in the Armed Forces of the United States. Military leave for such employees shall be administered in accordance with City Personnel Rule 7.9, Ordinance 124664, and SMC 4.20.180, as amended.

14.5 Paid Parental Leave: SMC 4.29, Paid Family Care Leave, which includes "Bea's Law" is here by incorporated by reference into this Agreement.

14.6 Family and Medical Leave: Employees who meet the eligibility requirements of the Seattle Municipal Code, Chapter 4.26, "Family and Medical Leave," or the federal Family and Medical Leave Act, may take leave to care for themselves and qualified dependents.

ARTICLE 15 – MEDICAL, DENTAL, VISION CARE, LONG-TERM DISABILITY AND LIFE INSURANCE

15.1 Medical, Dental and Vision Care: The City shall provide medical, dental and vision plans (Kaiser Permanente, Aetna Traditional, Aetna Preventive and Delta Dental Service as self-insured plans, and Dental Health Services and Vision Services Plan) for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. Said plans, changes thereto and premiums shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established by the parties to govern the functioning of said Committee.

15.2 For calendar years 2023, 2024, 2025 and 2026 the City shall pay up to one hundred seven percent (107%) of the average City cost of medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay eighty-five percent (85%) of the excess costs in healthcare and the employees shall pay fifteen percent (15%) of the excess costs in healthcare.

15.3 Employees who retire and are under the age of sixty-five (65) shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.

15.4 Long Term Disability: The Employer shall provide a Long-Term Disability (LTD) insurance program for all eligible employees for occupational and non-occupational accidents or illnesses. The Employer shall pay the full monthly premium cost of a base plan with a ninety (90)-day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollars ($667.00) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90)-day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum of $8,333.00 per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.

15.5 During the term of this Agreement, the City may, at its discretion, change or eliminate the insurance carrier for any long-term disability benefits covered by this Section and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.

15.6 The maximum monthly premium cost to the Employer shall be no more than the monthly premium rates established for calendar year 2023 for the base plan; provided, further, such cost shall not exceed the maximum limitation on the Employer's premium obligation per calendar year as set forth within Section 15.2.

15.7 Life Insurance: The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as provided for below.

15.8 Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of benefit improvements to pay the employee's share of the monthly premiums or for life insurance purposes otherwise negotiated.

15.9 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.

15.10 New regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).

15.11 Long-term Care: The City may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.

15.12 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this Agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.

15.13 Labor-Management Health Care Committee: Effective January 1, 1999, a Labor-Management Health Care Committee shall be established by the parties. This Committee shall be responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall decide whether to administer other City-provided insurance benefits.

ARTICLE 16 – RETIREMENT

16.1 Employees are eligible to become members of the Seattle City Employees Retirement System (SCERS) as provided in Ordinance 78444, as amended.

16.2 Effective January 1, 2017, consistent with Ordinance No. 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017. Employees hired on or after shall be eligible to become members of SCERS II.

16.3 Eligibility: Enrollment in the City's retirement system is optional for employees hired into civil service exempt positions as provided in Ordinance No. 78444, as amended, and administered by the City's Department of Retirement Systems.

ARTICLE 17 – HOURS OF WORK

17.1 Fair Labor Standards Act:

A. Employees in the Strategic Advisor-Legislative Bargaining Unit are exempt from the provisions of the Fair Labor Standards Act (FLSA) and are not eligible for overtime.

B. Rest periods and meal periods shall be consistent with current practice.

17.2 Work Schedules:

A. Management will make reasonable efforts to schedule work during "core business hours" whenever practicable. For the purposes of Section 17.2, "core business hours" is defined as 8 hours a day, notwithstanding alternative work arrangements, Monday through Friday between 7:00 a.m. and 6:00 p.m. and "reasonable efforts" is defined as avoiding scheduling work outside of core business hours unless the work is considered to be high priority and time-sensitive.

B. Any issues that arise in regard to changes in work schedules or the manner in which shift swaps are being approved by Management shall be referred to a Labor Management Meeting for discussion with the Union as soon as can be reasonably scheduled and before any changes are implemented.

ARTICLE 18 – WAGES

18.1 The classifications of employees covered by this Agreement and the corresponding minimum and maximum pay range of each pay title are set forth in Appendix A and are illustrative of the increases to the pay bands as provided in 18.3, 18.4, and 18.5 below, and those provisions shall govern any discrepancies.

18.2 Salary Upon Hire: The department shall have discretion to place newly hired employees at a level in their assigned pay title commensurate with the new employee's knowledge, skills, years of experience and assigned duties and responsibilities. Management will document the salary determination and salary rationale for new hires.

18.3 Effective January 4, 2023, employees' base wages will be increased by five percent (5%).

18.5 Effective January 3, 2024, employees base wages will be increased by four and one half percent (4.5%)

18.6 Effective January 4, 2025, employees base wages will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%).

18.7 Effective January 10, 2026, employees base wages will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%). After calculating the new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero percent (1.0%) added, the total not to exceed five percent (5%).

18.8 No employee may receive a base wage adjustment that would cause their salary to exceed the maximum range of their pay title.

18.9 Management shall review annually and shall have the discretion to adjust employee base pay within the minimum and maximum range of the employee's pay title as determined by the following priority-ranked criteria and as set forth in the City's Salary Placement Authorization Form (SPAF):

A. Internal Equity/Alignment
B. Job Size/Body of Work
C. Learning Curve/Level of Contribution
D. External Market Data/Recruitment/Retention

When management reviews an employee's base pay, management shall document the base pay review determination and rationale, and retain it in the employee's personnel file. Management shall make the completed documentation available to the affected employee, if requested. An employee may submit a written request to meet with management to discuss their base pay determination and future opportunities for pay increases. Management shall respond to the request to meet no later than 30 days after receipt.

Consistent with the City's Race and Social Justice Initiative (RSJI) and workforce equity principles, when making any kind of discretionary wage adjustments, it is important as a general practice that departments calibrate distribution of wage adjustments among eligible employees in an effort to avoid any unintended or inequitable impact caused by the exercise of this discretionary authority.

18.10 Correction of Payroll Errors

A. In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two (2) pay periods. Upon a showing by the employee that the underpayment causes an economic hardship, the City will prepare a manual check within two (2) business days, to correct the underpayment.

B. Upon written notice, an overpayment shall be corrected as follows:
   1. If the overpayment involved only one (1) paycheck:
      a. By payroll deductions spread over two (2) pay periods; or
      b. By payments from the employee spread over two (2) pay periods.

C. If the overpayment involved multiple paychecks: By a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than twenty-five dollars ($25.00) per pay period.

D. If an employee separates from the City service before an overpayment is repaid: Any remaining amount due the City will be deducted from their final paycheck(s).

E. By other means as may be mutually agreed between the City and the employee. The Union representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

18.11 Transit Subsidy: The City shall provide a transit subsidy benefit consistent with SMC 4.20.370. Effective upon legislation of this agreement, the City shall increase the Commute Trip Reduction ("CTR") parking benefit cost to the employee from $7.00 to $10.00.

18.12 Language Premium: Effective upon legislation of this agreement, employees assigned to perform bilingual, interpretive and/or translation services for the City shall receive a $200.00 per month premium pay. The City shall ensure employees providing language access services are independently evaluated and approved. The City may review the assignment annually and may terminate the assignment at any time.

ARTICLE 19 – REDUCTION IN FORCE

19.1 Reduction(s) in the work force for lack of funds, lack of work, or reorganization are a management prerogative and within the sole discretion of the City and shall not be subject to the grievance and arbitration procedure of this Agreement. If a reduction in force is to occur, the City agrees to meet with the Union to discuss the reductions(s) as soon as reasonably possible.

19.2 The City shall whenever possible provide eight (8) weeks written notice to employees who are to be reduced prior to the effective date of the reduction.

ARTICLE 20 – SAVINGS CLAUSE

20.1 If any article of this Agreement, or addenda thereto, is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any article is restrained by such tribunal, the remainder of this Agreement and addenda shall remain in force, and the Parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

20.2 If the City Charter is modified during the term of this Agreement, and any modifications thereof conflict with an express provision of this Agreement, the City and/or the Union may reopen, at any time, for negotiations the provisions so affected.

ARTICLE 21 – BULLETIN BOARDS

21.1 The City shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining units; provided, however, that said space shall not be used for notices that are political in nature. All material posted shall be officially identified as belonging to PROTEC17. A copy of all material to be posted will be provided to the appropriate departmental Labor Relations Officer, Human Resources Manager, or designated representative prior to posting.

ARTICLE 22 – EMPLOYMENT PROCESS

22.1 Internal advertisement of vacant bargaining unit positions in the City's Classified Service may run concurrent with or occur prior to any authorized external advertisement. The transfer, reduction or demotion of an employee to a vacancy within the same employing unit is not considered an employment opportunity for advertising purposes. Internal advertisement refers to the city-wide publication of vacant positions in the Opportunities for Advancement (OFA).

22.2 Exceptions to the requirement in Section 22.1 are:

A. Appointment from a Reinstatement Recall List;

B. Appointment from a Reversion Recall List;

C. Employment of a Project Hire candidate (who may have served in another LEG pay title, and is qualified to do the work, as determined by LEG Human Resources and the Appointing Authority of the employing unit);

D. Reasonable accommodation of an injured injured employee pursuant to the Americans with Disabilities Act or the Washington State Law Against Discrimination;

E. Use of the results of a job advertisement closed within six months for a position of the same title, duties, and working conditions; or

F. Other reasons mutually agreed upon on a case-specific basis.

22.3 All internal and external job announcements for positions covered by this agreement will specify that the position is represented by PROTEC17.

22.3.1 The employer shall ensure the selection process for filling bargaining unit positions is conducted in a reasonable and fair manner.

22.3.2 Legislative Department Human Resources will perform an initial screening of all applications received in a recruitment process to ensure that minimum qualifications are met for the position.

22.4 Each bargaining unit employee under consideration for a vacancy within a LEG employing unit will be notified, in writing, at the point in the process when the employee is no longer being considered for the vacant position.

22.5 On an annual basis, the City will provide the Union with a report that will show the sources used to fill vacant bargaining unit positions (e.g., direct hire; advertisement through Neogov or similar service; job posts with professional associations; engagement with a professional employment consultant; etc.), so that patterns of appointments between current employees and non-City applicants can be reviewed.

22.5.1 The report will identify all permanent regular appointments made during the period by name, title, department, and EEO category, if identified by the applicant. and previous employment. If the previous employment was from within the City, the previous job title and department will be indicated.

22.6 The Legislative Department Human Resources Director or designee will review each selection and appointment within the bargaining unit to ensure the appointee meets the minimal qualifications of the position.

22.7 For LEG bargaining unit positions in the Classified Service only, the Legislative Department Human Resources Director or designee will forward to the City Human Resources Director the names maintain a Reinstatement Recall List for one (1) year, consisting of employees laid off due to lack of work, lack of funds, or reorganization of a specific title. Should a vacancy occur in the title in another City department during the ensuing year, the hiring department must consider the names on the Reinstatement Recall List for staffing the vacancy. The names shall remain on the Reinstatement Recall List for one (1) year.

22.8 Probationary Period/Status of Employee: The term “probationary employee” is defined as an employee hired into a position within the City’s Classified Service, who is within their first twelve (12) month trial period of employment following their initial regular appointment.

The probationary period provides the department with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the position, and to terminate any employee whose work performance fails to meet the required standards. During the probationary period, the City will provide the employee with a written three (3)-month performance evaluation after which the employee shall receive written reviews annually. If management identifies significant performance issues with the employee during the probationary period, management shall provide written feedback to the employee at 6 and/or 9 months. In the event of numerous and/or extended absences during the probationary period, an employee in a Classified Service position may have their probationary period extended so as to include the equivalent of a full twelve (12) months of actual service.

Nothing in this subsection shall limit or preclude the Appointing Authority's ability to terminate an employee during any phase of the probationary period. Termination during the probationary period is not subject to the grievance procedure.

22.9 Trial Service Period/Regular Subsequent Appointment Defined: A twelve (12) month trial period of employment of a regular Classified Service employee beginning with the effective date of a subsequent, regular appointment from one classification to a different classification through promotion or transfer to a classification in which the employee has not successfully completed a probationary or trial service period or rehire from a Reinstatement Recall List to a department other than that from which the employee was laid off.

ARTICLE 23 - TRAINING AND DEVELOPMENT

23.1 A. The City and the Union agree that training and employee career development can be beneficial to both the City and the affected employee. Training, career development, and educational needs may be identified by the City, by employees, and by the Union. The City shall provide legally-required and City-mandated training.

B. Labor-Management Committees will discuss how employees will have equal access to appropriate and relevant training, and may discuss updates to available training resources and opportunities throughout the year.

C. In the first quarter of each year, management will provide the Union the amount of the department's training budget to employees, how training allocation decisions will be made, and any applicable policies.

ARTICLE 24– ENTIRE AGREEMENT

24.1 The Agreement expressed herein in writing constitutes the entire Agreement between the Parties, and no oral statement shall add to or supersede any of its provisions.

24.2 The Parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter, whether or not specifically referred to or covered in this Agreement.

ARTICLE 25 – SUBORDINATION OF AGREEMENT

25.1 It is understood that the Parties hereto and the employees of the City are governed by the provisions of applicable federal law, City Charter, and state law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal law, City Charter, or state law are paramount and shall prevail.

25.2 It is also understood that the Parties to this Agreement and the employees of the City are governed by applicable City Ordinances. City Ordinances are paramount except where they conflict with the express provisions of this Agreement, in which case this Agreement shall govern.

ARTICLE 26 – TERM OF AGREEMENT

26.1 This Agreement shall become effective upon execution by both parties or January 1, 2023, whichever is later, and shall remain in effect through December 31, 2026. No grievance or claim alleging a violation regarding the terms of this Agreement shall be filed or pursued by the City or the Union or its members involving any situations occurring before the execution of this Agreement by both parties except: (1) to enforce implementation of a provision that specifically provides for retroactivity; and/or (2) to pursue a grievance that has already been timely filed prior to the execution of this Agreement; and/or (3) to pursue a grievance regarding an incident that occurred close enough to the execution date of this Agreement for the Union to still be within the threshold time limits for filing a grievance involving that incident under the Grievance Procedure provisions of this Agreement. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90), but not more than one hundred twenty (120), days prior to December 31, 2026. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement, and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

26.2 In the event that negotiations for a new Agreement extend beyond the anniversary date of this Agreement, the terms of this Agreement shall remain in full force and effect until a new Agreement is consummated or unless consistent with RCW 41.56.123, the City serves the Union with ten (10) days' notification of intent to unilaterally implement its last offer and terminate the existing Agreement.

ARTICLE 27 - GENERAL PROVISIONS

27.1 Affordable Care Act: The Parties agree to a reopener on impacts associated with revisions made to the Affordable Care Act (ACA).

27.2 Equity: For the duration of this agreement, the Union agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Race and Social Justice Initiative (RSJI) efforts.

27.3 Temporary Employment: The parties agree that the City's Temporary Employment philosophy and practices will be part of the Labor Management Leadership Committee (LMLC) Workplan.

27.4 Contracting Out: The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for bargaining unit work on a short-term, temporary basis under the following guidelines: 1) required expertise is not available within the City work force, or 2) the occurrence of peak loads above the work force capability. Determination as to (1) or (2) above shall be made by the department head involved; provided, however, prior to approval by the department head involved to contract out work under this provision, the Union will be notified thirty (30) days prior to the start of any new contract or as soon as the department is aware of the need to contract. This notification shall include:

1. A detailed justification for the proposed contracting;
2. A labor force analysis demonstrating why the current workforce cannot complete the work;
3. The location where the work will be performed;
4. A description of the work to be contracted;
5. The estimated duration and amount of the contract;
6. The intended start date; and
7. The date the work must be completed, if applicable.

The City will, during its budget process, review the use of contractors in the terms of nature of work, the duration, and the number of hours of contractor work being performed in conjunction with affected Union(s). Based on the review, if the City and Union(s) determine(s) there is an ongoing need, the parties will, in good faith, collaboratively determine whether the circumstances warrant the proposal of additional regular positions.

27.5 Work/Life Support Committee (WLSC): A Side Letter of Agreement will be established depicting the following:

A. Purpose. The Work/Life Support Committee (WLSC) shall be a citywide Labor Management Committee to promote an environment for employees that supports and enhances their ability to meet their responsibilities as employees of the City of Seattle and support their work life balance. The WLSC may provide recommendations to the Mayor and City Council on programs and policies that further support the work life balance.

B. Workplan. The WLSC shall develop an annual workplan to identify programs and policies that promote a work life balance for city employees. These may include, but are not limited to, dependent care subsidy/support program for eligible employees, enhancing alternative work arrangements, flexible work hours, job sharing, on-site/near site child care, expanding definition of family for access to leave benefits, shift swaps, resource and referral services, emergency leave, and back-up care. This committee may conduct and make recommendations no later than March 31 of each year.

C. Membership. The membership of WLSC shall be made up of the Mayor or designee, the Director of Labor Relations or designee, up to five Directors or designees from city departments, members designated by the Coalition of City Unions at equal numbers as the management representatives. If a CCU designee is a city employee they shall notify their supervisor and management will not unreasonably deny the participation on paid release time on the WLSC.

D. Meetings. The WLSC shall meet at least four (4) times per calendar year. The WLSC may meet more frequently if necessary if all parties agree.

E. Additional Resources. The WLSC may establish workgroups that include other department representatives and/or subject matter experts. These subcommittees shall conform with rules established by the WLSC.

F. The WLSC and its subcommittee(s) shall not have the authority to change, amend, modify, or otherwise alter collective bargaining agreements.

27.6 Work Outside of Classification: During the duration of this agreement the City and Union agree to discuss the current processes and procedures of Out of Classification assignments.

27.7 Change Team: No later than sixty (60) days after the full ratification of this Agreement, Parties agree to initiate interest-based bargaining (IBB) on the subject of Change Team co-lead compensation, workload balance, and workplace protections. The Parties further agree that both the Director of Human Resources or designee(s), equal numbers of management and labor representatives and up to six (6) members of department Change Teams will be members of the IBB negotiation team. Upon completion of IBB, the Parties may agree by mutual consent to reopen this Agreement to incorporate agreed upon language. The Parties acknowledge that any new or modified language developed in IBB may need parameter approval from the LRPC and adoption by the Seattle City Council in order to be enforceable.

27.8 Dependent Care Task Force: The City and the Coalition of City Unions recognize a common interest in supporting employees by increasing access to safe, affordable, and quality dependent care services.

To meet this interest, the Parties will convene a joint Task Force to study options for a possible child and dependent care benefit program, including the possibility of a multi-employer dependent care voucher program. The joint Task Force shall be made up of equal numbers of labor representatives and representatives of the City.

The Task Force assessment should include an analysis of the need for dependent care by City employees, affordability, quality, location of child and adult care providers, and the administrative infrastructure needed to oversee the program. The assessment should also include an analysis of the costs and benefits of a dependent care benefit program and possible revenue sources such as the potential excess Health Insurance Rate Stabilization Fund. By mutual agreement, the Task Force may consult with outside experts to help with the assessment.

The Task Force shall provide a written report, with its analysis and recommendations, no later than end of year 2024.

27.9 Encampment Clean-Up Safety and Compensation: The Parties agree to examine the City's safety protocols and encampment premium as each relates to homeless encampment clean-up. During the term of this Agreement, the City and impacted Coalition unions agree to meet and discuss existing practices and to consider potential improvements to the existing safety protocols and encampment premium. Should the Parties reach Agreement in principle on any changes to the safety protocols, the City agrees, subject to the approval of the City Council and the Mayor, to reduce such agreement to writing.

Signed this _____ day of _____, 2024.

Executed under this Authority of Ordinance_____

THE CITY OF SEATTLE:

_____
Bruce Harrell, Mayor

_____
Afton Larson, Labor Negotiator

PROTEC17:

_____
Karen Estevenin, Executive Director

_____
Kaite Mark, Union Representative

LEGISLATIVE DEPARTMENT:

_____
Sara Nelson, Seattle Council President

APPENDIX A

A.1 TITLES – Appendix A covers all temporary, regular full-time, and regular part time employees classified as Strategic Advisor-Legislative Bargaining Unit members.

A.2 Effective January 4th, 2023 the minimum and maximum range of the Strategic Advisor-Legislative classification shall be as follows:

	Minimum	Maximum
Strat-Leg-BU……..	$46.08	$82.46
Strat-Audit-BU……..	$46.08	$82.46

Title	Step 1	Step 2	Step 3	Step 4	Step 5
Exec Asst BU	49.95	51.96	53.96	56.12	58.21
Exec Asst,Sr BU	51.96	53.96	56.12	58.21	60.43

A.3 Effective January 3th, 2024 the minimum and maximum range of the Strategic Advisor-Legislative classification shall be as follows:

	Minimum	Maximum
Strat-Leg-BU……..	$48.16	$86.17
Strat-Audit-BU……..	$48.16	$86.17

	Step1	Step 2	Step 3	Step 4	Step 5
Exec Asst BU	52.20	54.30	56.39	58.65	60.83
Exec Asst BU	52.20	54.30	56.39	58.65	60.83

A.4 Effective January 4, 2025, the minimum and maximum range the Strategic Advisor-Legislative classification shall be adjusted pursuant to Article 18.6 of this Agreement.

	Step 1	Step 2	Step 3	Step 4	Step 5
Exec Asst BU	52.20	54.30	56.39	58.65	60.83
Exec Asst,Sr BU	54.30	56.39	58.65	60.83	63.15

A.5 Effective January 10, 2026, the minimum and maximum range the Strategic Advisor-Legislative classification shall be adjusted pursuant to Article 18.7 of this Agreement.

AGREEMENT

BY AND BETWEEN

The CITY OF SEATTLE

AND

PROTEC17

STRATEGIC ADVISORS AND MANAGERS

Effective through December 31, 2026

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PREAMBLE

This Agreement is made and entered into by and between the City of Seattle (hereinafter called the City) and PROTEC17, (hereinafter called "Union" or PROTEC17) for the purpose of setting forth the mutual understandings of the parties as to wages, hours, and other conditions of employment of those employees for whom the Union has been recognized as the exclusive collective bargaining representative.

ARTICLE 1 – NONDISCRIMINATION

1.1 The City and the Union agree that they will not discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, gender expression, gender identity, genetic information, status as a disabled veteran, a covered veteran, political ideology, creed, religion, ancestry, or national origin; union activity; or the presence of any sensory, mental or physical disability, unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the City.

1.2 Whenever words denoting the feminine or masculine gender are used in this Agreement, they are intended to apply equally to all genders.

1.3 The City and the Union are jointly committed to ensuring equal opportunity and building a workforce that reflects the whole community and creates a diverse workforce. The City and the Union are committed to diversity training. To the fullest extent practicable, the City and the Union are committed to promoting policies, programs, and procedures necessary to investigate claims and resolve illegal discriminatory practices. We are committed to ensuring that our actions individually and collectively support the spirit of this agreement. To that end, the City and the Union agree that the City will make a good faith effort to recruit a diverse applicant pool.

1.4 The City shall make a reasonable effort to accommodate employees with disabling conditions, whether incurred on- or off-the-job.

1.5 The Parties agree nothing in this Agreement shall serve to prevent a job placement or other reasonable accommodation, as may be made pursuant to state or federal law, for prevention of discrimination on the basis of disability.

ARTICLE 2 – RECOGNITION, BARGAINING UNITS & TEMPORARY EMPLOYEES

2.1 The City hereby recognizes the Union as the exclusive collective bargaining representative of all temporary, regular full-time, and regular part time employees at the City of Seattle in the following classifications: Strategic Advisor at the Office of Emergency Management, Strategic Advisor I at the Office of Civil Rights, Strategic Advisors I and II at the Office of Labor Standards, and all Managers I, II, and III (excluding uniformed employees, supervisors, confidential employees, and all other employees) at the Seattle Police Department.

2.2 Where those duties covered by this Agreement are assigned to a different or new classification in the classified service, the Union will continue to be recognized as exclusive bargaining representative for those duties. The City will notify the Union of any new job classifications and provide the Union with the classification specification, including job duties and minimum qualifications. Any disagreement between the parties over the application of this Section shall be processed and settled pursuant to RCW 41.56, WAC 391-35.

2.3 A. "*Position,*" as used in this Agreement, shall be defined as any group of duties and responsibilities in the service of the City, in which one person is required to perform as their employment. "*Budgeted position*" shall be defined as a specific position in the City's current annual budget normally filled through a regular appointment within the Civil Service.

B. The term "*employee*" shall be defined to include probationary employees, regular employees, full-time employees, part-time employees and temporary employees not otherwise excluded or limited in the following Sections of this Article.

C. The term "*probationary employee*" shall be defined as an employee who is within their first twelve (12) month trial period of employment following their initial regular appointment within the Civil Service.

D. The term "*regular employee*" shall be defined as an employee who has successfully completed a twelve (12) month probationary period and who has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.

E. The term "*full-time employee*" shall be defined as an employee who has been regularly appointed and who has a usual work schedule of forty (40) hours per week.

F. The term "*part-time employee*" shall be defined as an employee who has been regularly appointed and who has a usual work schedule averaging at least twenty (20) hours but fewer than forty (40) hours per week.

G. The terms *"temporary employee"* and *"temporary worker"* shall be defined to include both temporary and less than half-time employees and means a person who is employed in:

1. An interim assignment(s) of up to one year to a vacant regular position to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent; or

2. An interim assignment for short-term replacement of a regular employee of up to one year when the incumbent is temporarily absent; or

3. A short-term assignment of up to one year, which may be extended beyond one year only while the assignment is in the process of being converted to a regular position, to perform work that is not ongoing regular work and for which there is no regularly budgeted position; or

4. A less than half-time assignment for seasonal, on-call, intermittent or regularly scheduled work that normally does not exceed one thousand forty (1040) hours in a year, but may be extended up to one thousand three hundred (1300) hours once every three (3) years and may also be extended while the assignment is in the process of being converted to a regular position; or

5. A term-limited assignment for a period of more than one (1) but less than three years for time-limited work related to:

    A. A specific project, grant or other non-routine substantial body of work, or for the replacement of a regularly appointed employee when that employee is absent on long-term disability time loss, medical or military leave of absence.
    B. Replacement of a regularly appointed employee who is assigned to special term-limited project work.
    C. Replacement of a regularly appointed employee who has been released for union leave pursuant to Section 14.8.

H. Temporary workers in the following types of assignments shall cease receiving premium pay at the time indicated and begin receiving wage progression and benefits as provided in SMC 4.20.055 D:

1. Interim and short-term assignments after one thousand forty (1040) regular straight time hours for the remainder of the assignment unless the Seattle Human Resources Director determines that the assignment will terminate so imminently that the benefits package would be of minimal value to the worker;

2. Term-limited assignments starting with the first day and for the duration of the assignment; or,

3. Any assignments that the appointing authority has proposed be converted to regular position authority regardless of the number of hours worked.

2.4 The City may establish on-the-job training program(s) in a different classification and/or within another bargaining unit for the purpose of providing individuals an opportunity to compete and potentially move laterally and/or upward into new career fields. Prior to implementation of such a program(s) relative to bargaining unit employees, the City shall discuss the program(s) with the appropriate Union or Unions and the issue of bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of either party.

2.5 A. The City and the Union agree that training and employee career development can be beneficial to both the City and the affected employee. Training, career development, and educational needs may be identified by the City, by employees, and by the Union. The City shall provide legally-required and City-mandated training. Other available training resources shall be allocated in the following order: business needs and career development. The parties recognize that employees are integral partners in managing their career development.

B. Labor-Management Committees per Article 7 will:

1. Review and problem-solve training needs for employees;

2. Determine how employees will be notified in a timely manner about training opportunities; and

3. Discuss how employees will have equal access to appropriate and relevant training.

2.6 A. As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or service to the City by various segments of its citizenry. Such programs may result in individuals performing work for the City that is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth training and/or employment programs, adult training and/or employment programs, vocational rehabilitation programs, work study and student intern programs, court-ordered community service programs, volunteer programs and other programs with similar purposes. Some examples of such programs already in effect include Seattle Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work Study, Adopt-a-Park, Seattle Conservation Corps, and court-ordered Community Service. Individuals working for the City pursuant to such programs shall be exempt from all provisions of this Agreement.

B. The City shall have the right to implement new public employment programs or expand its current programs beyond what exists as of the signature date of this Agreement, but where such implementation or expansion involves bargaining unit work and results in a significant departure from existing practice, the City shall give thirty (30) days' advance written notice to the Union of such and upon receipt of a written request from the Union thereafter, the City shall engage in discussions with the Union on concerns raised by the Union. Notwithstanding any provision to the contrary, the expanded use of individuals under such a public employment program that involves the performance of bargaining unit work within a given City department, beyond what has traditionally existed shall not be the cause of (1) a layoff of regular employees covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by this Agreement that recently had been occupied by a regular full-time employee that performed the specific bargaining unit work now being or about to be performed by an individual under one of the City's public employment programs.

2.7 TEMPORARY EMPLOYEES

A. Temporary employees shall be exempt from all provisions of this Agreement except this Section, 2.7; Sections 1.1 and 1.2; Article 5; Section 14.1 for temporary employees as defined under Sections 2.3.G.1 - G.3 and 2.3.G.5; Section 14.6 for those temporary employees who are receiving benefits rather than premium pay; and Article 6, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure for purposes of adjudicating grievances

relating to Sections identified within this Section. Where the provisions in Personnel Rule 11 do not conflict with the expressed provisions of this Agreement, the Personnel Rule 11 shall apply and be subject to the grievance procedure as provided for in Article 6.

B. Premiums Applicable To Temporary Employees Who Are Not in Benefits-Eligible Assignments - Each temporary employee shall receive premium pay as hereinafter set forth based upon the corresponding number of cumulative non-overtime hours worked by the temporary employee unless the employee is in a benefits-eligible assignment:

0001st hour through 0520th hour	5% premium pay
0521st hour through 1,040th hour	10% premium pay
1,041st hour through 2,080th hour	15% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty percent [20%] premium pay.)
2,081st hour +.....	20% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty-five percent [25%] premium pay.)

The appropriate percentage premium payment shall be applied to all gross earnings.

C. Once a temporary employee reaches a given premium level, the premium shall not be reduced for that temporary employee as long as the employee continues to work for the City without a voluntary break in service as set forth within Section 2.7K. Non-overtime hours already worked by an existing temporary employee shall apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the City may require that a temporary employee

be available to work for a minimum number of hours or periods of time during the year.

D. The premium pay in Section 2.7C does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage shall be added on to the premium pay percentages for the temporary employee to whom it applies.

E. Medical, Dental and Vision Coverage to Temporary Employees Who Are Not in Benefits-Eligible Positions - Once a temporary employee has worked at least one thousand forty (1,040) cumulative non-overtime hours, and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, the employee may within ninety (90) calendar days thereafter, elect to participate in the City's medical, dental and vision insurance programs by agreeing to pay the required monthly premium. To participate the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or the City, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. After meeting the requirements, as stated in this Section, a temporary employee shall also be allowed to elect this option during any subsequent open enrollment period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion shall be dropped from City medical, dental and vision coverage and shall not be able to participate again while employed by the City as a temporary, unless the employee is converted from receiving premium pay to receiving benefits. If a temporary employee's hours of work are insufficient for their pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

F. Holiday Work for Non-Benefits-Eligible Temporary Employees - A temporary employee who works on any of the specific calendar days designated by the City as paid holidays shall be paid at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for hours worked during their scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1-1/2) times the employee's regular

straight-time rate of pay shall apply to those temporary employees who work on the weekend day specified as the holiday.

G. Benefits-Eligible Temporary Employee Holiday Pay – A temporary employee shall be compensated at their straight-time rate of pay for all officially recognized City holidays that occur subsequent to the employee becoming eligible for fringe benefits, for as long as the employee remains in such eligible assignment.

1. To qualify for holiday pay, the employee must be on active pay status the normally scheduled workday before or after the holiday as provided by Section 13.5.

2. Officially recognized City holidays that fall on Saturday shall be observed on the preceding Friday. Officially recognized City holidays that fall on Sunday shall be observed on the following Monday. If the City's observance of a holiday falls on a temporary employee's normal day off, they shall be eligible for another day off, with pay, during the same workweek.

3. Temporary employees who work fewer than eighty (80) hours per pay period shall have their holiday pay pro-rated based on the number of straight-time hours compensated during the preceding pay period.

4. A temporary employee shall receive two (2) personal holidays immediately upon becoming eligible for fringe benefits, provided the employee has not already received personal holidays in another assignment within the same calendar year.

5. Personal holidays cannot be carried over from calendar year to calendar year, nor can they be cashed out.

6. A temporary employee must use any personal holidays before their current eligibility for fringe benefits terminates. If an employee requests and is denied the opportunity to use their personal holidays during the eligibility assignment, the employing unit must permit the employee to use and be compensated for the holidays immediately following the last day worked in the assignment, prior to termination of the assignment.

H. Non-Benefits-Eligible Temporary Employee Unpaid Leave - A temporary employee who is scheduled to work regularly or on and off throughout the year and who has worked two thousand eighty (2,080) cumulative non-overtime hours without a voluntary break in service and who has also worked eight hundred (800) non-overtime hours or more in the previous twelve (12) months, and who is not benefits-eligible may request an unpaid leave of absence not to exceed the amount of vacation time they would have earned in the previous year if they had not received vacation premium pay in lieu of annual paid vacation. Where such requests are made, the timing and scheduling of such unpaid leaves must be agreeable to the employing department. The leave shall be handled in a manner similar to the scheduling of vacation for permanent employees. This provision shall not be applicable in cases where a temporary employee accrues vacation time rather than premium pay as set forth within Section 2.7K.

I. Premium pay set forth within Section 2.7C shall be in lieu of the base level of vacation and all other fringe benefits, such as sick leave, holiday pay, bereavement/funeral leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 2.7E, F and G.

J. The City may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide all fringe benefits covered by the premium pay set forth within Section 2.7C to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 2.7C shall no longer be applicable to that particular group of temporary employees. The City, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide paid vacation and/or sick leave benefits to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees without providing other fringe benefits and in such event the premium pay in Section 2.7C shall be reduced by a percentage amount equivalent to the value of vacation and/or sick leave benefits. The applicable amount for base-level vacation shall be recognized as four point eight one percent (4.81%), which could be higher dependent upon accrual rate increases. The applicable amount for base-level sick leave shall be four point six percent (4.6%). The City shall not use this option to change to and from premiums and benefits on an occasional basis.

The City may also continue to provide benefits in lieu of all or part of the premiums in Section 2.7C where it has already been doing so and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

K. A temporary employee who is assigned to a benefits-eligible assignment will receive fringe benefits in-lieu-of premium pay until the assignment is converted or terminated.

L. The premium pay provisions set forth within Section 2.7C shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one year (twelve [12] months or twenty-six [26] pay periods) it shall be presumed that the employee's break in service was voluntary.

M. The City may hire temporary employees subject to the terms set forth in Subsections (1), (2) and (3) below; provided however, the City shall not use temporary employees to supplant budgeted positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 2.7C, or solely to avoid considering creation of budgeted positions.

1. Upon request from the Union, the department will send the Union notice of any temporary employees working in a position for more than three (3) months but fewer than six (6) months.

2. In the event that an interim assignment of a temporary employee to a vacant regular position accrues more than one thousand five hundred (1500) hours or accumulates hours in eighteen (18) or more consecutive pay periods, the City shall notify the union that a labor-management meeting shall take place within two (2) weeks for the purpose of discussing the status of filling the vacant position prior to one (1) year.

3. Temporary employees may be worked in a position for more than six (6) months only if the Union and the department mutually agree, in advance, in writing.

N. A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a regular position in a Step Progression Pay

Program without a break in service greater than thirty (30) days shall have their temporary service credited for purposes of salary step placement, provided the service was in a job title corresponding to the same or higher classification in the same series as the regular appointment and toward eligibility for medical and dental benefits under Article 15, where appropriate. In addition, a temporary employee who is in a term-limited assignment shall receive service credit for layoff purposes if the employee is immediately hired (within thirty [30] business days without a break in service) into the same job title and position after the term is completed.

O. Temporary employees may be assigned to supervise or lead a regularly appointed employee (after out-of-class opportunities were offered to regular employees), and they may participate with the next higher level of supervision in conducting performance evaluations.

P. Temporary employees covered by this Agreement are eligible to apply for all positions advertised internally.

Q. A temporary employee who has worked one thousand forty (1040) straight-time hours and is receiving benefits from the City may by mutual agreement be allowed to accrue compensatory time if the work unit in which the temporary employee is assigned has a practice/policy of accruing compensatory time. Scheduling compensatory time shall be by mutual agreement with the supervisor. If the temporary employee does not use their accrued compensatory time prior to the termination of the benefits-eligible assignment, the compensatory time will be cashed out upon termination of the assignment.

R. A temporary employee who receives fringe benefits in-lieu-of premium pay may be eligible for the sick leave transfer program.

S. On an annual basis, the City will provide the Union with a copy of the Temporary Employee Utilization Report.

NOTE: It is understood that the temporary employees hired will be included in the sixty percent (60%) requirement mentioned in Section 10.8.

T. Cumulative sick leave with pay computed at the rate of 0.033 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 pursuant to Seattle Municipal Code subsection 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.

ARTICLE 3 – UNION MEMBERSHIP AND DUES

3.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved.

3.2 The performance of this function is recognized as a service to the Union by the City and the City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only.

3.3 The Union agrees to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that arise against the City for deducting dues from Union members pursuant to this Article, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

3.4 The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit.

3.5 The Union and a Union Steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location within the first ninety (90) days of hiring or entry into the bargaining unit.

3.6 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative, Union Steward or member leader to all employees covered by a collective bargaining agreement.

3.7 At least five (5) business days before the date of the NEO, the City shall provide the Union with a list of names of the bargaining unit members attending the Orientation.

3.8 New Employee and Change in Employee Status Notification – The City will notify the Union with New Hire information as soon as possible. The City will supply the Union with the following information on a monthly basis for new employees:

a) Name
b) Home address
c) Personal phone
d) Personal email (if a member offers)
e) Job classification and title
f) Department and division
g) Work location
h) Date of hire
i) (FLSA) status: Hourly or salary
j) Compensation rate

3.9 Adoption of New Personnel Management System (Workday): Upon transition to a new Personnel Management System (Workday) the City agrees to notify the appropriate Union with New Hire information no later than one work week after the employee's first day of work. In the event that transition is delayed or the system is unable to send weekly notification, the parties agree to meet to discuss an alternative notification process no later than May 1, 2024.

The City will also notify the Union on a monthly basis regarding employee status changes for employees who have transferred into a bargaining unit position and of any employees who are no longer in the bargaining unit.

3.10 Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of the Union dues authorization rules.

3.11 The Union shall transmit to the City, in writing, by the cutoff date for each payroll period, the name(s) of the Employee(s), as well as Employee ID Number, who have, since the previous payroll cutoff date, provided the Union with a written authorization for payroll deductions, or have changed their prior written authorization for payroll deductions.

3.12 Every effort will be made by the City to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the Union that the terms of the employee's authorization regarding dues deduction revocation have been met.

3.13 The City will refer all employee inquiries or communications regarding union dues to the Union. The City may answer any employee inquiry about process or timing of payroll deductions.

ARTICLE 4 – RIGHTS OF MANAGEMENT

4.1 The right to hire, determine qualifications, promote, discipline and/or discharge employees, improve efficiency, determine work schedules and location of Department headquarters are examples of management prerogatives. It is understood that the City retains its right to manage and operate its departments except as may be limited by the express provisions of this Agreement.

4.2 Delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and, as such, maximized productivity is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase or diminish the size of the workforce, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods, technology or equipment, the assignment of employees to specific jobs within the bargaining unit, the right to temporarily assign employees to specific jobs or positions outside the bargaining unit, and the right to determine appropriate work out-of-class assignments.

4.3 Probationary Period/Status of Employee – The term "*probationary employee"* is defined as an employee who is within their first twelve (12) month trial period of employment following their initial regular appointment.

The probationary period shall provide the department with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the position, and to terminate any employee whose work performance fails to meet the required standards. During the probationary period, the City will provide the employee with a written 3, 6, and 9-month performance evaluation.

4.4 The City and the Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to management.

4.5 The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for bargaining unit work on a short-term, temporary basis under the following guidelines: 1) required expertise is not available within the City work force, or 2) the occurrence of peak loads above the work force capability.

Determination as to (1) or (2) above shall be made by the department head involved; provided, however, prior to approval by the department head involved to contract out work under this provision, the Union will be notified thirty (30) days prior to the start of any new contract or as soon as the department is aware of the need to contract. This notification shall include:

1. A detailed justification for the proposed contracting;
2. A labor force analysis demonstrating why the current workforce cannot complete the work;
3. The location where the work will be performed;
4. A description of the work to be contracted;
5. The estimated duration and amount of the contract;
6. The intended start date; and
7. The date the work must be completed, if applicable.

The City will, during its budget process, review the use of contractors in the terms of nature of work, the duration, and the number of hours of contractor work being performed in conjunction with affected Union(s). Based on the review, if the City and Union(s) determine(s) there is an ongoing need, the parties will, in good faith, collaboratively determine whether the circumstances warrant the proposal of additional regular positions.

ARTICLE 5 – EMPLOYEE RIGHTS & LABOR–MANAGEMENT COMMITTEE

5.1 It is the purpose and intent of the Joint Labor-Management Committee to disclose, investigate, study, and develop proposed solutions to issues and interests affecting labor and/or management. The following represents the consensus of labor and management to enable the Joint Labor-Management Committee process to work, recognizing the interest and concerns of the parties.

5.2 During the term of the Collective Bargaining Agreement, both parties are mutually bound to use the Joint Labor-Management Committee process to disclose and address issues which either party recognizes as affecting wages, hours, and working conditions, and to complete the Joint Labor-Management Committee process before pursuing other statutory or contractual options.

5.3 Regular meetings to be scheduled on a quarterly basis, between the hours of 9 a.m. to 4 p.m., at a location mutually agreed to by the Committee. Interim meetings or sub-committee meetings may be held as mutually agreed to by the Committee.

5.4 Any performance standards used to measure the performance of employees shall be reasonable.

5.5 The employee who appears to have a substance abuse, behavioral, or other problem that is affecting job performance or interfering with the ability to do the job, shall be encouraged to seek information, counseling, or assistance through private sources that they may be aware of, or sources available through the City's Employee Assistance Program. Employees are encouraged to make use of such sources on a self-referral basis and supervisors will assist in maintaining confidentiality. No employee's job security will be placed in jeopardy as a result of seeking and following through with corrective treatment, counseling or advice.

It is the employee's responsibility to correct unsatisfactory job performance or behavioral problems interfering with the ability to perform the job, and failure to do so will result in disciplinary action commensurate with the lack of satisfactory performance or degree of infraction. The employee's department head may hold such disciplinary action in abeyance if the employee agrees:

A. To meet with or advise the Employee Assistance Program Coordinator of the employee's preferred course of treatment; and

B. To follow through on a course of action, treatment or counseling recommended and/or accepted by the Employee Assistance Program Coordinator; and

C. To have such follow-through verified by the Employee Assistance Program Coordinator to the employee's department head or designee.

If the employee fails to follow through as recommended and does not correct their job performance or behavioral problems that interfere with the ability to perform the job, the discipline will be imposed as recommended.

5.6 The off-duty activities of employees shall not be cause for disciplinary action unless said activities are a conflict of interest or are detrimental to the employee's work performance or the program or image of the agency.

5.7 The employees covered by this Agreement may examine their personnel files in the departmental Human Resources Office in the presence of the Human Resources Business Partner or a designated supervisor. In matters of dispute regarding this Section, no other personnel files will be recognized by the City or the Union except that supportive documents from other files may be used. Materials to be placed into an employee's personnel file relating to job performance or personal conduct or any other material that may have an adverse effect on the employee's employment shall be reasonable and accurate and brought to their attention with copies provided to the employee upon request. Employees who challenge material included in their personnel files are permitted to insert material relating to the challenge.

5.8 Files maintained by supervisors regarding an employee are considered part of the employee’s personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250 and RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employee access to such files. In the event the City initiates or causes to initiate an investigation that could lead to discipline, the City will notify any employee covered by this CBA if their personnel file will be reviewed and considered. In the event the City fails to provide said notification and the investigation results in any disciplinary action, the City will specifically identify the record or records within the employee’s file that were considered in reaching its determination. The City’s

failure to provide proper notice will not be subject to the grievance procedure under this CBA.

5.9 The City agrees that when an employee covered by this Agreement attends a meeting for purposes of discussing an incident that may lead to suspension, demotion or termination of that employee because of that particular incident, the employee shall be advised of their right to be accompanied by a representative of the Union. If the employee desires Union representation in said matter, they shall so notify the City at that time and shall be provided reasonable time to arrange for Union representation.

5.10 The right to representation shall not extend to discussions with an employee in the normal course of business, such as giving instructions, assigning, or evaluating work; informal discussions; delivery of paperwork; staff or work unit meetings; or other routine communications with an employee.

5.11 Seattle Police Department Vacation Labor Management Committee: Within three (3) months of ratification of this agreement, the parties agree to establish a Labor Management Committee (LMC). The role of the LMC is to resolve issues affecting the ability of employees to be fully relieved of their work duties while using vacation.

5.12 Staff Duty Officer MOU – OEM Only: OEM and PROTEC 17 agree that there is a duty to maintain the status quo with regards to wages, hours, and working conditions absent notice and opportunity to bargain. The Parties agree to meet and discuss the assignment of on-call work and staff duty officer rotation in an LMC. Within 90 days of the ratification of this Agreement, the Parties will convene an LMC to discuss this issue. Should the Parties reach agreement on any practice or changes thereto, they will reduce such Agreement to writing.

ARTICLE 6 – DISCIPLINARY ACTIONS & GRIEVANCE PROCEDURES

6.1 This article shall not apply to discipline and/or discharge of employees who are exempt from Civil Service. The City may discipline an employee who is not exempt from Civil Service only for just cause. The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate, not punish or penalize. To this end, in order of severity, the disciplinary actions that the City may take against an employee include:

A. Verbal warning;

B. Written reprimand;

C. Suspension;

D. Demotion; or

E. Termination

6.1.1 Which disciplinary action is taken depends on the seriousness of the affected employee's conduct.

6.1.2 In cases of suspension or discharge, the specified charges and duration, where applicable, of the action shall be furnished to the employee in writing not later than one (1) working day after the action became or becomes effective. An employee may be suspended for just cause pending demotion or discharge.

6.1.3 An employee covered by this Agreement must, upon initiating objections relating to the disciplinary action, use either the grievance procedure contained herein or pertinent procedures regarding disciplinary appeals to the Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and Civil Service Commission procedure relative to the same disciplinary action.

6.1.4 Nothing in this Article shall be construed as being in conflict with Section 6.9 of this Agreement and therein referenced Memorandum of Agreement.

6.1.5 The City will not reduce a regular employee's hours as a means of and/or in lieu of addressing disciplinary matters.

6.1.6 Provided an employee has received no further or additional discipline in the intervening period, a verbal warning or written reprimand may not be used for progressive discipline after two (2) years other than to show notice of any rule or policy at issue.

6.1.7 Discipline that arises as a result of a violation of workplace policies of City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence, shall not be subject to Section 6.1.6.

6.2 Any dispute between the City and the Union or between the City and any employee covered by this Agreement concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a grievance. The following outline of procedure is written as for a grievance of the Union against the City, but it is understood the steps are similar for a grievance of the City against the Union.

6.2.1 Reclassification grievances shall be processed per Section 6.10.

6.3 Every effort will be made to settle grievances at the lowest possible level of supervision with the understanding grievances will be filed at the step in which there is authority to adjudicate, provided the immediate supervisor is notified. Employees will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking adjudication of their grievance.

6.4 Grievances processed through Step 3 of the grievance procedure shall be heard during normal City working hours unless stipulated otherwise by the parties. Employees involved in such grievance meetings during their normal City working hours shall be allowed to do so without suffering a loss in pay. No more than one (1) Union Steward, other than the grievant, shall attend the grievance meeting, except through prior approval of the City official convening the meeting.

6.5 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

Failure by an employee and/or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the City to comply with any time limitation of the procedure in this Article shall allow the Union and/or the employee to proceed to the next step without waiting for the City to reply at the previous step, except that employees may not process a grievance beyond Step 3.

6.6 A grievance in the interest of a majority of the employees in a bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the grievance procedure and be processed within the time limits set forth herein.

As a means of facilitating settlement of a grievance, either party may by mutual consent include an additional member on its committee.

6.7 A grievance shall be processed in accordance with the following procedure:

Step 1 - A grievance shall be submitted in writing by the aggrieved employee or the employee and/or Union Steward within twenty (20) business days of the alleged contract violation to the employee's immediate supervisor. The grievance shall include a description of the incident and the date it occurred. If requested by a shop steward or union representative, the Parties will convene a meeting. The immediate supervisor should consult and/or arrange a meeting with their supervisor(s) if necessary to resolve the grievance. The parties agree to make every effort to settle the grievance at this stage promptly. The immediate supervisor(s) shall answer the grievance in writing within ten (10) business days after being notified of the grievance.

Step 2 - If the grievance is not resolved as provided in Step 1 above, or if the grievance is initially submitted at Step 2 per Section 6.3, it shall be reduced to written form, citing the Section(s) of the Agreement allegedly violated, the nature of the alleged violation and the remedy sought. The Executive Director or their designee and/or aggrieved employee shall then forward the written grievance to the division head with a copy to the City Director of Labor Relations within ten (10) business days after the Step 1 answer.

With Mediation

At the time the aggrieved employee and/or the Union submits the grievance to the division head, the Executive Director or their designee or the aggrieved employee or the division head may submit a written request for voluntary mediation assistance, with a copy to the Office of Employee Ombud (OEO) Coordinator, the City Director of Labor Relations and the Executive Director or designee. If the OEO Coordinator determines that the case is in line with the protocols and procedures of the OEO process, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, the OEO Coordinator or their designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will

include the parties. The Executive Director or designee and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the appropriate division head and the Executive Director or designee shall be so informed by the OEO Coordinator.

The parties to a mediation shall have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the collective bargaining agreement or to create a precedent regarding the interpretation of the collective bargaining agreement or to apply the settlement agreement to any circumstance beyond the explicit dispute applicable to said settlement agreement.

If the grievance is not resolved through mediation, the division head shall convene a meeting within ten (10) business days after receipt of notification that the grievance was not resolved through mediation between the aggrieved employee, Union Steward and/or Union Representative, together with the division head, section manager, and departmental labor relations officer. The City Director of Labor Relations or their designee may attend said meeting. Within ten (10) business days after the meeting, the division head shall forward a reply to the Union.

Step 3 - If the grievance is not resolved as provided in Step 2 above or if the grievance is initially submitted at Step 3 per Sections 6.3 or 6.6, the grievance shall be reduced to written form, which shall include the same information specified in Step 2 above. The grievance shall be forwarded within ten (10) business days after receipt of the Step 2 answer or if the grievance was initially submitted at Step 3 it shall be submitted within twenty (20) business days of the alleged contract violation. Said grievance shall be submitted by the Executive Director or their designee and/or aggrieved employee to the City Director of Labor Relations with a copy to the appropriate department head. The Director of Labor Relations or their designee shall investigate the grievance and they shall convene a meeting between the appropriate parties. They shall thereafter make a confidential recommendation to the affected department head who shall in turn

give the Union a detailed answer in writing ten (10) business days after receipt of the grievance or the meeting between the parties.

Mediation can be requested at Step 3 in the same manner as outlined in Step 2. The grievance must be filed in the time frame specified in Step 3 and responded to in the time frame specified in Step 3 after receipt of notification from the OEO Coordinator that the grievance was not resolved through mediation.

Step 4 - If the grievance is not settled at Step 3, either of the signatory parties to this Agreement may submit the grievance to binding arbitration.

Within twenty (20) business days of the Union's receipt of the City's Step 3 response or the expiration of the City's time frame for responding at Step 3, the Union shall file a Demand for Arbitration with the City Director of Labor Relations.

Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to binding arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of notification from the OEO Coordinator that the grievance was not resolved in mediation.

After the Demand for Arbitration is filed, the City and the Union will meet to select, by mutual agreement, an arbitrator to hear the parties' dispute. In the event the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected by alternately striking names from a list of seven (7) arbitrators supplied by FMCS or the American Arbitration Association.

Demands for Arbitration will be accompanied by the following information:

A. Identification of Sections of the Agreement allegedly violated

B. Nature of the alleged violation

C. Remedy sought in connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

    1. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and their power shall be limited to the interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

2. The decision of the arbitrator shall be final, conclusive and binding upon the City, the Union, and the employee involved.

3. The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.

4. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.

5. Any arbitrator selected under Step 4 of this Article shall function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.

The negotiated grievance procedure will be used to adjudicate the terms of this agreement, except for the provisions in this paragraph concerning discipline. An employee covered by this Agreement must upon initiating objections relating to disciplinary action or other actions subject to appeal through either the contract grievance procedure or pertinent Civil Service appeal procedures use either the grievance procedure contained herein or pertinent procedures regarding such appeals to the Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and Civil Service Commission procedures relative to the same action. If there are dual filings with the grievance procedure and the Civil Service Commission, the City will send a notice of such dual filings by certified mail to the employee(s) and the Union. The Union will notify the City within fifteen (15) calendar days from receipt of the notice if it will use the grievance procedure. If no such notice is received by the City, the contractual grievance shall be deemed to be withdrawn.

6.8 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.

6.9 The parties have agreed, through a Memorandum of Agreement, to adopt the following procedures attached thereto that were developed by the Citywide Labor-Management Committee on Progressive Discipline:

A. Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor,

respectively, in which case the timelines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and

B. Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an Offer of Settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 6.7, Step 4, Number 3, above.

The parties may mutually agree to alter, amend, or eliminate these procedures by executing a revised Memorandum of Agreement.

6.10 A reclassification grievance will be initially submitted by the Union in writing to the Director of Labor Relations, with a copy to the Department. The Union will identify in the grievance letter the name(s) of the grievant(s), their current job classification, and the proposed job classification. The Union will include with the grievance letter a Position Description Questionnaire (PDQ) completed and signed by the grievant(s). At the time of the initial filing, if the PDQ is not submitted, the Union will have sixty (60) business days to submit the PDQ to Labor Relations. After initial submittal of the grievance, the procedure will be as follows:

A. The Director of Labor Relations, or designee, will notify the Union of such receipt and will provide a date (not to exceed five [5] months from the date of receipt of the PDQ signed by the grievant[s]) when a proposed classification determination report responding to the grievance will be sent to the Union.

The Director of Labor Relations, or designee, will provide notice to the Union when, due to unforeseen delays, the time for the classification review will exceed the five (5) month period.

B. The Department Director, upon receipt of the proposed classification determination report from the Director of Labor Relations, or designee, will respond to the grievance in writing.

C. If the grievance is not resolved, the Union may, within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution:

1. The Union may submit the grievance to binding arbitration per Section 6.6 (Step 4); or

2. The Union may request the classification determination be reviewed by the Classification Appeals Board, consisting of two members of the Classification/Compensation Unit and one human resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request, arrange a hearing; and, when possible, convene the hearing within thirty (30) business days. The Board will make a recommendation to the Seattle Human Resources Director within forty-five (45) business days of the appeal hearing. The Director of Labor Relations, or designee, will respond to the Union after receipt of the Seattle Human Resources Director's determination. If the Seattle Human Resources Director affirms the Classification Board recommendation, that decision shall be final and binding and not subject to further appeal. If the Seattle Human Resources Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Section 6.7 (Step 4).

6.11 Property Interest Discipline Grievance

A. The burden of proof in disciplinary procedures shall be upon the City.

B. Where an appointing authority or their designee imposes or intends to impose property level discipline a preliminary notice of discipline shall be given to the employee. This preliminary notice of discipline shall contain (a) charges; (b) general description of the alleged acts and/or conduct upon which the charge is based and (c) the penalty to be imposed. A copy of the preliminary notice of discipline shall be concurrently provided to the local Union office. Upon request of the Union, the City shall provide a complete copy of the investigation files in advance of any Loudermill hearing requested in advance of issuing the formal discipline. The Union may also request a meeting to review the investigation file with the City's investigator. And Labor Relations. Both requests must be made timely, may not unduly delay the City's disciplinary processes.

ARTICLE 7 – PERFORMANCE MANAGEMENT

7.1 The Union recognizes the City's right to establish and/or revise performance evaluation systems. Such systems may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees. In establishing new and/or revising existing performance evaluation systems, the City shall meet prior to implementation with the Labor-Management Committee to jointly discuss such performance standards. The City agrees that performance standards shall be reasonable.

ARTICLE 8 – UNION REPRESENTATIVES

8.1 The Union Executive Director or Union Representative of the Union may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit their activities during such investigations to matters relating to this Agreement. City work hours shall not be used by employees or Union Representatives for the conduct of Union business or the promotion of Union affairs.

8.2 The Union Executive Director and/or Union Representatives shall have the right to appoint a Union Steward at any location where members are employed under the terms of this Agreement. The department shall be furnished by the Union with the names of Union Stewards so appointed. Immediately after appointment of its Union Steward(s), the Union shall furnish the Seattle Department of Human Resources with a list of those employees who have been designated as Union Stewards. Said list shall be updated as when any new Union Steward is appointed. The Union Steward shall see that the provisions of this Agreement are observed and shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay. This shall not include processing grievances at Step 3 of the Non-Disciplinary Grievance Procedure enumerated in Article 6 of this Agreement. Under no circumstances shall Union Stewards countermand orders of or directions from the City officials or have the authority to change working conditions.

8.3 Any charges by management that indicate a Union Steward is spending an unreasonable amount of time in handling grievances or disputes or performing other duties for the Union shall be referred to the Director of Labor Relations or a designee for discussions with the Union Executive Director or designee. The City shall have the right to require the Union to refrain from excessive activities, or if after discussion with the Union Executive Director or designee, the Union Steward or Union Representative continues to spend an unreasonable amount of time handling grievances and disputes, management may require written authorization from the steward's supervisor for these activities.

8.4 Where available and after prior arrangements have been made, the City may make available to the Union, meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the department.

8.5 Any individual member in one of the bargaining units who is directly involved through individual appeal, in a matter being reviewed by the Civil Service Commission, shall be allowed time during working hours without loss of pay to attend such meeting if called to testify.

8.6 The parties to this agreement recognize the value to both the Union and the City of having employee(s) express their perspective(s) as part of the negotiations process. Therefore, employees who participate in bargaining as part of the Union's bargaining team during the respective employees' work hours shall remain on paid status without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

A. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall not be applicable to this provision,

B. No more than an aggregate of one hundred fifty (150) hours of paid time for the negotiation sessions resulting in a labor agreement, shall be authorized under this provision, and

C. If the aggregate of one hundred fifty (150) hours is exceeded, the Union shall reimburse the City for the cost of said employees' time.

ARTICLE 9 – WORK STOPPAGE

9.1 The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of the Agreement, the Union shall not cause any work stoppage, strike, slowdown or other interference with City functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Employees shall not cause or engage in any work stoppage, strikes, slowdown or other interference with City functions for the term of this Agreement. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the City; including but not limited to the recovery of any financial losses suffered by the City.

ARTICLE 10 – SAFETY STANDARDS

10.1 All work shall be done in a competent and safe manner, and in accordance with the State of Washington Safety Codes. Where higher standards are specified by the City than called for as minimum by state codes, City standards shall prevail.

10.2 At the direction of the City, it is the duty of every employee covered by this Agreement to comply with established safety rules, promote safety and to assist in the prevention of accidents. All employees covered by this Agreement are expected to participate and cooperate in the overall City Safety Program.

10.3 The City shall provide safe working conditions in accordance with WISHA and OSHA.

10.4 Each Union Steward will be allowed time off with pay to attend departmental safety meetings, pertinent to their work location as scheduled by the appropriate department.

10.5 The City and the Union are committed to maintaining a safe work environment. The City and the Union shall determine and implement mechanisms to improve effective communications between the City and the Union regarding safety and emergency-related information. The City shall communicate emergency plans and procedures to employees and the Union.

10.6 Safety Committee - PROTEC17 shall be notified in advance and included in any processes that are used by City Departments to determine employee membership on all departmental, divisional, and sectional Safety Committees. Union notification and engagement protocols will be facilitated through departmental labor management committees.

10.7 Citywide Health and Safety Committee - The Employer and the Coalition of City Unions ("CCU") shall form a City-wide health and safety committee member unions shall appoint no more than ten (10) members of the committee. The Employer shall appoint a maximum of 10 members to the committee. The committee shall convene at least quarterly. The Parties may meet more frequently by mutual agreement.

10.8 Departmental Health and Safety Committee - Each City department will form joint safety committees in accordance with WISHA requirements at each permanent work location where there are eleven (11) or more employees. Where there is need, safety

committees may also be formed at division levels, and/or unit levels, however these shall not replace the departmental safety committee. When setting up safety committee elections, a department will notify the unions represented at that location and the union shall have 14 days to provide the City with a list of union appointed members proportionate to their representation at the location. Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the appropriate Appointing Authority for review and action, as necessary. The Appointing Authority or designee will report follow-up action/information to the Safety Committee.

10.9 Employee Workplace Safety - The City shall make reasonable efforts to provide an environment free from violence, harassment and other hazardous conditions When the Union or employee(s) report a hazardous condition in the City operated workplace, the City shall conduct a risk assessment to identify potential hazards and make efforts to mitigate any findings. Both the risk assessment and mitigation plan will be shared with the impacted labor Unions.

10.10 Recognizing the health and safety impacts of climate change to workers and the community - City Departments shall follow OSHA/WISHA guidelines and recommendations in order to create written worksite safety plans to prevent heat-related illness and ensure emergency preparedness for employees in the event of extreme outdoor heat.

10.11 Ergonomic Assessments - At the request of an employee, the Employer will ensure that an ergonomic assessment of the employee's workplace is completed in City facilities. Solutions to identified issues/concerns will be implemented within available resources.

10.12 Air Quality Assessments - Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with the safety committee section above.

10.13 Pandemic Health and Safety - The City will follow guidelines as set by the CDC and local Public Health entities with regard to any pandemic or disease outbreak

ARTICLE 11 – HOLIDAYS

11.1 The following days or days in lieu thereof shall be considered as paid holidays:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
President's Birthday	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
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	First Friday after Thanksgiving Day
Christmas	December 25
Two Personal Holidays, or	(0 – 9 Years of Service)
Four Personal Holidays	(After Completion of 18,720 regular Hours)

11.1.1 Employees who have completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (article 12.2) on or before December 31st of the current year shall receive an additional two (2) personal holidays for a total of four (4) personal holidays (per Article 11.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

11.2 An employee must be on paid status on the regularly scheduled workday immediately preceding or immediately following a holiday to be entitled to holiday pay.

11.3 New employees and employees returning from unpaid leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work; provided, that short authorized absences of four (4) days or less shall not be considered in the application of the preceding portion of this Section, and provided further, that no combination of circumstances whereby two (2) holidays are affected by the foregoing provision may result in payment for more than one (1) of such holidays.

11.4 Employees who work less than a full calendar year shall be entitled only to those holidays, Monday to Friday inclusive, which fall within their work period. Employees quitting work or discharged for cause shall not be entitled to pay for holidays following their last day of work.

11.5 Holidays falling on a Saturday or a Sunday shall be recognized and paid on those actual days for employees regularly scheduled to work those days. Payment will be made only once for any holiday. An employee whose normal day off falls on an officially observed holiday shall receive another day off, with pay, during the same workweek in which the holiday occurs. By mutual agreement between Management and the employee, an employee scheduled to work on an actual holiday may receive the day of an actual holiday off in lieu of receiving another day off later in the same pay period.

11.6 New employees shall be entitled to use the personal holidays as referenced in Section 11.1 of this Article during the calendar year of hire.

11.7 Employees may take their personal holidays at any time with supervisory approval.

11.8 Personal holidays cannot be carried over from year to year, nor can they be cashed out if not used by the end of the calendar year.

ARTICLE 12 – VACATION, EXECUTIVE, AND MERIT LEAVE

12.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 12.3 for each hour on regular pay status as shown on the payroll, pro-rated for part-time employees.

12.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time and sick leave.

12.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

ACCRUAL RATE		EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE		MAXIMUM VACATION BALANCE
Regular Hours In Pay Status	Earned Per Hour	Years of Work Service	Vacation Days/ Vacation Hours Per Year	Maximum Vacation Accrued Hours
0 through 08320	.0460	0 through 4.....12	(96)	192
08321 through 18720	.0577	5 through 9.....15	(120)	240
18721 through 29120	.0615	10 through 14.....16	(128)	256
29121 through 39520	.0692	15 through 19.....18	(144)	288
39521 through 41600	.0769	20	(160)	320
41601 through 43680	.0807	21	(168)	336
43681 through 45760	.0846	22	(176)	352
45761 through 47840	.0885	23	(184)	368
47841 through 49920	.0923	24	(192)	384
49921 through 52000	.0961	25	(200)	400
52001 through 54080	.1000	26	(208)	416
54081 through 56160	.1038	27	(216)	432
56161 through 58240	.1076	28	(224)	448
58241 through 60320	.1115	29	(232)	464

12.3.1 Effective sixty (60) calendar days after full ratification of this replacement contract, the above table shall be superseded and replaced with the following vacation accrual rate table:

Accrual Years/Hours	Vacation Days	Hours per Year	Maximum Hours
Year 0-3 / 0-6,240	12	96	192
Year 4-7 / 6,241-14,560	16	128	256
Year 8-13 / 14,561-27,040	20	160	320
Year 14-18 / 27,041-37,440	23	184	368
Year 19 / 37,440 -39,520	24	192	384
Year 20 / 39,521-41,600	25	200	400
Year 21 / 41,601 – 43,680	26	208	416
Year 22 / 43,681 – 45,760	27	216	432
Year 23 / 45,761 – 47,840	28	224	448
Year 24 / 47,841 – 49,920	29	232	464
Year 25+ - 49,921+	30	240	480

12.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which they became eligible and may accumulate a vacation balance which shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

12.5 When an employee must cancel a scheduled and approved vacation at the request of management and is not able to reschedule and use vacation prior to attaining their maximum allowance, the appointing authority, or their designee, may allow the employee to exceed the maximum allowance and continue to accrue vacation for up to three (3) months. If an employee is not approved to take vacation during that three (3)-month period, management will meet with the employee and the Union to discuss options for mitigating any loss of vacation hours due to business needs.

12.6 An employee who is receiving disability compensation pursuant to SMC Chapter 4.44 continues to accrue vacation and may exceed their maximum allowance until the employee ceases to receive such compensation. If the employee does not return to work when their disability compensation eligibility ends, they shall run out their

vacation balance. If the employee returns to regular pay status with a vacation balance that exceeds the maximum allowance, they shall have three (3) months from the date of return to reduce the balance, during which time they shall continue to accrue vacation.

12.7 The minimum vacation allowance to be taken by an employee shall be four (4) hours.

12.8 An employee who leaves the City service for any reason shall be paid in a lump sum for any unused vacation they had previously accrued.

12.9 Upon the death of an employee in active service, pay shall be allowed for any vacation earned in the preceding year and in the current year and not taken prior to the death of such employee.

12.10 Where an employee has exhausted their sick leave balance, the employee may use vacation for further leave for medical reasons, subject to verification by the employee's medical care provider and approval of the appointing authority or their designee. Where the terms of this Section are in conflict with Ordinance 116761 (Family and Medical Leave) as it exists or may be hereafter modified, the Ordinance shall apply.

12.11 The designated Management representative shall arrange vacation time for employees on such schedules as will least interfere with the functions of the work unit, but which accommodates the desires of the employee to the greatest degree feasible.

12.12 Employees with prior regular City service who are regularly appointed to positions within the City shall begin accruing vacation at the rate which was applicable upon their most recent separation from regular City service.

12.13 Executive Leave

A. Eligible full-time employees shall receive thirty-two (32) hours of paid executive leave annually. Eligible part-time employees shall receive executive leave proportionate to their part-time status annually. For example, a 75% employee shall receive 75% of thirty-two (32) hours, or twenty-four (24) hours annually.

B. Executive Leave is prorated for employees who become eligible following the first full pay period in January at the rate of one (1) day of executive leave for each calendar quarter the employee is employed during the first full pay period of the quarter.

C. Employees must use executive leave in increments of eight (8) hours. Part-time employees must use executive leave in increments equivalent to the length of their normal workday.

D. Executive leave has no cash value and cannot be cashed out or carried over from year to year.

12.14 Merit Leave

A. At their sole discretion, the appointing authority or designee may annually award eligible full-time employees a maximum of forty-eight (48) hours of paid merit leave in recognition of exceptional job performance.

B. The appointing authority or designee may annually award eligible part-time employees paid merit leave proportionate to their part-time status in recognition of exceptional job performance. For example, a 75% employee may receive up to 75% of forty-eight (48) hours, or thirty-six (36) hours annually.

C. Employees may be awarded up to forty-eight (48) hours of merit leave regardless of their length of service in a given year. Part-time employees may be granted up to their prorated maximum regardless of their length of service in a given year.

D. Merit leave is awarded in December in recognition of the current year's performance. Employees may use the current year's award beginning in January of the year following the year of the award.

E. Employees must use merit leave in increments of eight (8) hours. Part-time employees must use merit leave in increments equivalent to the length of their normal workday.

F. Merit leave has no cash value and cannot be cashed out or carried over from year to year.

G. Employees who have not met performance expectations shall not be eligible for merit leave for the following year.

12.15 Occasional Absences of Fewer than Four Hours

Eligible salaried employees shall fulfill their professional responsibilities with no expectation of overtime compensation. The appointing authority shall allow them discretion in structuring their workday to ensure that they can fulfill those responsibilities. Eligible salaried employees shall not be required to use their paid leave balances for occasional absences of four hours or less during a work day, and shall be paid their regular salaries despite such absences. Eligible salaried employees shall notify their supervisors in advance of such absences and shall schedule such absences to cause the least impact on their work units. Such absences shall not interfere with the employee's ability to produce their expected work outcomes.

ARTICLE 13 – SICK LEAVE AND INDUSTRIAL INJURY/ILLNESS

13.1 Employees accumulate sick leave credit from the date of regular appointment to City service and are eligible to use sick leave for a qualifying reason after thirty (30) calendar days of employment. Employees covered by this Agreement shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week.

13.2 Employees may accumulate sick leave with no maximum balance.

13.3 An employee may use accumulated sick leave if they must be absent from work because of:

A. A personal illness, injury or medical disability incapacitating the employee for the performance of their job, or personal health care appointments; or an absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventive care; or as otherwise required by Seattle Municipal Code 14.16 and other applicable laws such as RCW 49.46.210; or

B. Care of an employee's spouse or domestic partner, or the parent, child (as defined by SMC 4.24.005), sibling, dependent or grandparent of such employee or their spouse or domestic partner, in instances of an illness, injury, or health care appointment where the absence of the employee from work is required, or when such absence is recommended by a health care provider, and as required by City Ordinance as cited at SMC 4.24. To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code 49.46.210 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or

C. Employee absence due to closure of the employee's worksite by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material. When the employee place of business has been closed by order of a public official for any health-related reason, or when an employee's or child's school or place of care has been closed for such reason, or as otherwise required by chapter

14.16 and other applicable laws such as RCW 49.46.210; or Employee absence from work to care for a child whose school or place of care has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material.

D. The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or

E. Eligible reasons related to domestic violence, sexual assault, or stalking as set forth in RCW 49.76.030.

F. The non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for purposes of adoption, including any time away from work prior to or following placement of the child to satisfy legal or regulatory requirements for the adoption.

G. Sick leave used for the purposes contemplated by Sections 14.3.E and 14.3.G must end before the first anniversary of the child's birth or placement.

H. Abuse of paid sick leave or use of paid sick leave not for an authorized purpose may result in denial of sick leave payment and/or shall be grounds for discipline up to and including dismissal in accordance with Article 8 of this collective bargaining agreement.

13.4 An employee may use accumulated sick leave in order to provide non-medical care to the newborn child of the employee or their spouse or domestic partner. With the appointing authority's approval, an employee may take sick leave under this Article to supplement a reduced work schedule, provided that the work schedule must be stable and predictable. Sick leave taken for the non-medical care of a newborn child must begin and end by the first anniversary of the child's birth.

13.5 An employee may request use of accumulated sick leave for the non-medical care of a dependent child placed with the employee or their spouse or domestic partner for adoption. Sick leave approved for this reason may also be used to cover the employee's absence(s) to satisfy legal and regulatory requirements prior to and after the placement, and reasonable travel time to claim and return home with the child. With the appointing authority's approval, an employee may take sick leave under this Article to supplement

a reduced work schedule, provided that the work schedule must be stable and predictable. Sick leave taken for the non-medical care of a dependent child must begin and end by the first anniversary of the child's adoption.

13.6 An appointing authority, or designated management representative, may approve sick leave payment for an employee as long as the employee:

A. Makes prompt notification;

B. Claims use of sick leave time using the appropriate method(s);

C. Limits claims to the actual amount of time lost due to illness or disability or for the reasons described in Sections 13.3, 13.4 and 13.5;

D. Obtains such medical treatment as is necessary to hasten their return to work; and

E. Provides medical certification of the job-related need for sick leave for absences of more than four (4) days. Medical certification should only include the information that the appointing authority, or designated management representative, needs to authenticate the employee's need for sick leave.

13.7 Sick leave pay may be denied, with justification, and/or medical certification may be required, for employees who are absent repeatedly or whose absences precede or follow regular days off or follow some other pattern without reason, or who abuse sick leave, or who obtain, attempt to obtain or use sick leave fraudulently, or whose absences are the result of misconduct during working hours. Abuse of sick leave shall be subject to the provisions of Article 13 of this Agreement.

13.8 Employees are not eligible to receive paid sick leave when on leave without pay, when laid off, or otherwise not on regular pay status. If an employee is injured or becomes ill while on paid vacation or compensatory time off, the employee shall provide a statement from their health care provider or other acceptable proof of illness or disability for the time involved substantiating the request for sick leave use in lieu of vacation or compensatory time off.

13.9 Return-to-Work Verification - An employee returning to work after an absence of more than four (4) consecutive days requiring sick leave, may be required to provide

certification from their health care provider that the employee is able to perform the essential functions of the job with or without accommodation.

13.10 An employee who takes sick leave for a family and medical leave-qualifying condition shall comply with the notification, certification and release protocols of the Family and Medical Leave Program. Their properly certified absence shall be accorded the protections of family and medical leave, as long as it is for a condition that qualifies for both family and medical leave and sick leave.

13.11 An employee who is re-employed following separation from City employment shall have any unused sick leave balance from their prior period of employment restored unless the separation was due to resignation, quit or discharge.

13.12 An employee who was eligible for sick leave accumulation and use under this Article prior to appointment to a regular (non-temporary) position not covered under the sick leave plan, shall have their former unused sick leave credits restored upon return to a position that is covered under the sick leave plan.

13.13 An employee who has been granted a sabbatical leave may elect to take a lump sum cash-out of any or all of their unused sick leave balance in excess of two hundred and forty (240) hours at the rate of one (1) hour's pay for every four (4) hours of accumulated and unused sick leave. The employee forfeits all four (4) hours exchanged for each one (1) hour of pay. The employee must exercise this option at the beginning of their sabbatical leave.

13.14 Sick leave that is cashed out is paid at the rate of pay in effect for the employee's primary job classification or title at the time of the cash-out.

13.15 All employees who are included in the City's sick leave plan are eligible to participate as a recipient or donor in the Sick Leave Transfer Program, if the affected employee meets the eligibility conditions specified in Personnel Rule 7.7.9.

13.16 An employee may, with supervisory approval, participate as a non-compensated donor in a City-sponsored blood drive without deduction of pay or paid leave. Such participation may not exceed three (3) hours per occurrence for travel, actual donation and reasonable recuperation time. In order to qualify for time off under this Article, the employee must provide their name and department to the blood bank representative for verification of their participation by the appointing authority.

13.17 Industrial Injury or Illness

A. Any employee who is disabled in the discharge of their duties, and if such disablement results in absence from their regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided, the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.

B. Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to their sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in absence from their regular duties (up to a maximum of eighty percent (80%) of the employee's normal hourly rate of pay per day) shall be reinstated by Industrial Insurance, or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 13.17.A.

C. In no circumstances will the amount paid under these provisions exceed an employee’s gross pay minus mandatory deductions. This provision shall become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.

D. Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and

regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting, unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

E. The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) days after notification to the employee. The City's action is subject to the grievance procedure.

F. Such compensation shall be authorized by the Seattle Human Resources Director or their designee with the advice of the employee's appointing authority on request from the employee, supported by satisfactory evidence of medical treatment of the illness or injury giving rise to the employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

G. Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 13.17.A. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 13.17.A.

H. Any employee eligible for the benefits provided by SMC 4.44.020 whose disability prevents them from performing their regular duties but, in the judgment of their physician could perform duties of a less strenuous nature, shall be employed at their normal rate of pay in such other suitable duties as the appointing authority shall direct, with the approval of such employee's physician, until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

I. Sick leave shall not be used for any disability herein described except as allowed in Section 13.17.B.

J. The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.

K. Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

13.18 Shared Sick Leave Pool - The City will standardized the current sick leave transfer ("donation") program across all City departments through the following actions:

- Standardization of:
  - Forms
  - Processing templates
  - FAQs
  - Interdepartmental donation of sick leave
- Anonymizing sick leave requests for potential recipients
- Anonymizing sick leave donations from contributors

The intent of the program is to create a mandatory and uniform system that will function across departments as the established protocol for all sick leave donation requests and donations. The City agrees to perform this standardization using a Labor-Management Committee ("LMC") meeting, which will work in consultation with appropriate subject matter experts ("SMEs"), including but not limited to Seattle Human Resources, FAS Citywide Payroll and Business Systems, ITD HRIS and Race and Social Justice SMEs. The City further agrees to convene the LMC no later than 90 days from execution of this Agreement and to meet no less than monthly on the standardization process beginning in the month following the initial convening of the LMC.

13.19 SPFML Top-Up - Employees receiving SPFML may use any of their accrued paid and/or granted leave ("leave") to supplement the SPFML benefit payment, up to 100% of their weekly salary paid by the City of Seattle. The use of such leave to augment the SPFML benefit shall be called "supplemental leave pay." Use of Leave by an employee to supplement SPFML is strictly voluntary. The City cannot require an employee to use accrued leave to supplement SPFML benefits.

Supplemental Leave Pay Utilization Process

A. Leave for the purposes of this proposal, is defined as all accrued and/or granted leave as set forth and defined in the City of Seattle Municipal Code Title 4 (Personnel) Sections 4.24 through 4.34 (vacation, sick leave, floating, merit, comp time, executive, etc.).

B. Supplemental leave pay may be accessed starting the first pay period after the City has received the final SPFML claim determination notice from the Washington State Employment Security Department ("ESD").

C. Supplemental Leave Supplemental leave can be used by employees based on the date range signified in the SPFML eligibility letter. For instances in which that date has passed, employees can submit time sheet correction requests to add the use of supplemental leave, as defined above. No time sheet corrections or reactivity shall be applied to any date or SPFML prior to the execution of this Agreement.

D. The use of supplemental leave to "top-up" an employee's SPFML benefit shall not exceed the amount of accrued and/or granted leave the employee has available in their balances.

E. The use of accrued and/or granted paid leave to supplement the SPFML benefit will be available in 15 minute increments, except for when the accrued and/or granted paid Leave the employee requests to be used to supplement the SPFML must be used in full day increments as specified by a given collective bargaining agreement or by City code or Personnel rules (e.g. personal holidays), and then shall be only available in full-day increments.

F. An employee must have already accrued the paid/granted leave they seek to use for the pay period in which they seek to use it.

G. It is the employee's responsibility for determining whether they have the accrued/ and or granted leave they seek to use in a given pay period to supplement the SPFML.

ARTICLE 14 – LEAVES OF ABSENCE

14.1 Bereavement/Funeral Leave - All employees covered by this Agreement are allowed forty (40) hours off without salary deduction for bereavement purposes in the event of the death of any relative. Bereavement leave may be used in full day increments or increments of one (1) hour, at the employee's discretion. Bereavement leave must be used within one (1) year; employees may submit for exceptions to this within thirty (30) days (requests that come in after the 30 days will be considered) of the death if they know they will need longer than one (1) year to use leave for that event. This benefit is prorated for less-than-full time employees.

For purposes of this Section, "relative" is defined as any person related to the employee by blood, marriage, adoption, fostering, guardianship, in loco parentis, or domestic partnership.

14.2 Sabbatical Leave - Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Personnel Rule 7.4.

14.3 Military Leave

A. A bargaining unit member in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as a City employee shall receive the difference between one hundred percent (100%) of their City base pay and their military pay (plus adjustments). City base pay shall include every part of wages except overtime.

B. The City will comply with the requirements of RCW 73.16 and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended, with respect to unpaid leave of absence and return rights for employees who leave City Service to serve in the Armed Forces of the United States. Military leave for such employees shall be administered in accordance with City Personnel Rule 7.9, Ordinance 124664, and SMC 4.20.180, as amended.

14.5 Paid Parental Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, "Paid Parental Leave," may take leave for bonding with their new child.

14.6 Family and Medical Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code, Chapter 4.26, "Family and Medical Leave," or the federal Family and Medical Leave Act, may take leave to care for themselves and qualified dependents.

14.7 Bea's Law - SMC 4.29, Paid Family Care Leave, which includes "Bea's Law" is here by incorporated by reference into this Agreement.

14.8 Union Leave - Upon written request, a regular employee elected or appointed to a Union office that requires all of their time will be given a leave of absence without pay from work, not to exceed one (1) year, with approval of the appointing authority based on the business needs of the department. The appointing authority will respond to such requests in writing within fourteen (14) calendar days. Should the appointing authority reject a request for Union Leave, the written response will include an explanation of the business need for the denial. Requests for Union Leave will not be unreasonably denied.

14.8.1 Leave may not be approved for more than one (1) employee at a time per Department. To be eligible for union leave under this provision, the employee must not currently be serving a probation or trial service.

14.8.2 A regular employee designated by the Union to serve on official union business that requires a part of their time will be given a leave of absence without pay from work, provided it can be done without detriment to City services and at least forty-eight (48) hours written notice is given to the Director. The employee will not suffer a loss of bargaining unit seniority rights and will accumulate the same during such leave.

14.8.3 The parties agree that at the City's sole discretion, the leave may be terminated in the event of layoff. The City will provide one month notice before recalling an employee. The parties further agree that the City may at its sole discretion hire term limited temporary employees to backfill for the absent employee.

ARTICLE 15 – MEDICAL, DENTAL, VISION CARE, LONG-TERM DISABILITY AND LIFE INSURANCE

15.1 Medical, Dental and Vision Care - The City shall provide medical, dental and vision plans (Kaiser Permanente, Aetna Traditional, Aetna Preventive and Delta Dental Service of WA as self-insured plans, and Dental Health Services and Vision Services Plan) for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. Said plans, changes thereto and premiums shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established by the parties to govern the functioning of said Committee.

15.2 The City shall pay up to one hundred seven percent (107%) of the average City cost of medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay eighty-five percent (85%) of the excess costs in healthcare and the employees shall pay fifteen percent (15%) of the excess costs in healthcare.

15.3 Employees who retire and are under the age of sixty-five (65) shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.

15.4 Long Term Disability - The Employer shall provide a Long-Term Disability (LTD) insurance program for all eligible employees for occupational and non-occupational accidents or illnesses. The Employer shall pay the full monthly premium cost of a base plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first six hundred sixty-seven dollars ($667.00) of base monthly wages. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum of $8,333.00 per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.

15.5 During the term of this Agreement, the City may, at its discretion, change or eliminate the insurance carrier for any long-term disability benefits covered by this Section and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.

15.6 The maximum monthly premium cost to the Employer shall be no more than the monthly premium rates established for calendar year 2023 for the base plan; provided, further, such cost shall not exceed the maximum limitation on the Employer's premium obligation per calendar year as set forth within Section 15.2.

15.7 Life Insurance - The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as provided for below.

15.8 Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of benefit improvements to pay the employee's share of the monthly premiums or for life insurance purposes otherwise negotiated.

15.9 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.

15.10 New regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).

15.11 Long-Term Care – The City may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.

15.12 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this Agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.

15.13 Labor-Management Health Care Committee – Effective January 1, 1999, a Labor-Management Health Care Committee shall be established by the parties. This Committee shall be responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall decide whether to administer other City-provided insurance benefits.

ARTICLE 16 – RETIREMENT

16.1 Employees are eligible to become members of the Seattle City Employees Retirement System (SCERS) as provided in Ordinance 78444, as amended.

16.2 Effective January 1, 2017, consistent with Ordinance No. 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017. Employees hired on or after shall be eligible to become members of SCERS II.

16.3 Eligibility - Enrollment in the City's retirement system is optional for employees hired into civil service exempt positions as provided in Ordinance No. 78444, as amended, and administered by the City's Department of Retirement Systems.

ARTICLE 17 – HOURS OF WORK

17.1 Fair Labor Standards Act:

A. Employees in the Strategic Advisor - Office of Emergency Management Bargaining Unit are exempt from the provisions of the Fair Labor Standards Act (FLSA) and are not eligible for overtime. Employees shall fulfill their professional responsibilities with no expectation of overtime compensation and are allowed discretion in structuring their workday to ensure that they can fulfill those responsibilities.

B. Rest periods and meal periods shall be consistent with current practice.

C. The parties agree to timely convene a Labor-Management Committee with the express purpose of reviewing, revising and/or developing policies related to on-call and after-hours work as well as schedule flexibility.

ARTICLE 18 – WAGES

18.1 The classifications of employees covered by this Agreement and the corresponding minimum and maximum pay range of each pay title are set forth in Appendix A and are illustrative of the increases to the pay bands as provided in 18.3, 18.4, and 18.5 below, and those provisions shall govern any discrepancies.

18.2 Salary Upon Hire – The department shall have discretion to place newly hired employees at a level in their assigned pay title commensurate with the new employee's knowledge, skills, years of experience and assigned duties and responsibilities.

18.3 Effective January 4, 2023, employees' base wages will be increased by five percent (5%).

18.4 Effective January 3, 2024, employees base wages will be increased by four and one half percent (4.5%)

18.5 Effective January 4, 2025, employees base wages will be increased by hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%).

18.6 Effective January 10, 2026, employees base wages will be increased one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

18.7 Base Pay Adjustments (BPA): The appointing authority of the department is responsible for ensuring that Strategic Advisor and Manager base salary and adjustments are set following consistent criteria and processes. The department leader shall have the discretion to adjust employee base pay within the minimum and maximum range of the employee's pay title as set by City ordinance.

18.8 No employee may receive a base wage adjustment that would cause their salary to exceed the maximum range of their pay title.

18.9 Management shall review annually and shall have the discretion to adjust employee base pay within the minimum and maximum range of the employee's pay title as determined by the following priority-ranked criteria and as set forth in the City's Salary Placement Authorization Form (SPAF):

A. Internal Equity/Alignment
B. Job Size/Body of Work
C. Learning Curve/Level of Contribution
D. External Market Data/Recruitment/Retention

18.10 Pay Equity LMC: The Pay Equity LMC will meet each quarter beginning no later than 90 days after ratification of the CBA. The Parties may mutually agree to meet more or less frequently unless the parties agree to change the schedule. The parties will develop its charter, ground rules and other processes and procedures necessary for conducting the Pay Equity LMC meetings. The intent of this LMC is to mutually work towards transparency, accountability, and equity within the discretionary pay band. Initial topics for Strategic Advisors and/or Managers shall be prioritized and include but not be limited to:

- Evaluate the criteria used for annual adjustments
- Salary placement for new and existing Strategic Advisors and/or Managers
- Performance evaluation and relationship to salary setting and salary adjustment
- Salary Inversion and compression issues
- Administration of Merit Leave
- Building an annual departmental internal pay equity review

Committee Members: The committee shall be established on a permanent basis and shall consist of not more than five (5) representatives of the Employer and not more than five (5) bargaining unit employees. The number of committee participants may be expanded by the mutual agreement of the Employer and the Union.

18.11 Correction of Payroll Errors

A. In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two (2) pay periods. Upon a showing by the employee that the underpayment causes an economic hardship, the City will prepare a manual check within two (2) business days, to correct the underpayment.

B. Upon written notice, an overpayment shall be corrected as follows:
   1. If the overpayment involved only one (1) paycheck:
      a. By payroll deductions spread over two (2) pay periods; or
      b. By payments from the employee spread over two (2) pay periods.

C. If the overpayment involved multiple paychecks: By a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than twenty-five dollars ($25.00) per pay period.

D. If an employee separates from the City service before an overpayment is repaid: Any remaining amount due the City will be deducted from their final paycheck(s).

E. By other means as may be mutually agreed between the City and the employee. The Union representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

18.12 Transit Subsidy - The City shall provide a transit subsidy benefit consistent with SMC 4.20.370. Effective upon legislation of this agreement, the City shall increase the Commute Trip Reduction ("CTR") parking benefit cost to the employee from seven dollars $7.00 to ten dollars $10.00 per day.

18.13 Language Premium - Effective upon legislation of this agreement, employees assigned to perform bilingual, interpretive and/or translation services for the City shall receive a $200.00 per month premium pay. The City shall ensure employees providing language access services are independently evaluated and approved. The City may review the assignment annually and may terminate the assignment at any time.

ARTICLE 19 – TRANSFER, VOLUNTARY REDUCTION, LAYOFF, AND SERVICE CREDIT

19.1 Transfer

A. The transfer of an employee shall not constitute a promotion except as provided in Section 19.1.C5 of this Article.

B. Intra-departmental transfers - An appointing authority may transfer an employee from one position to another position in the same class in their department without prior approval of the Seattle Human Resources Director but must report any such transfer to the Seattle Department of Human Resources within five (5) days of its effective date.

C. Other transfers may be made upon consent of the appointing authorities of the departments involved and with the Seattle Human Resources Director's approval as follows:

1. Transfer in the same class from one department to another;

2. Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.

3. Transfer, in lieu of layoff, may be made to a position in the same class to a different department upon showing that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced. The employee subject to layoff shall have this opportunity to transfer, provided there is no one on the Reinstatement Recall List for the same class for that department. If there is more than one employee eligible to transfer, in lieu of layoff, in the same job title, the employee names shall be placed on a Layoff Transfer List in order of job class seniority. Eligibility to choose this opportunity to transfer is limited to those employees who have no rights to other positions in the application of the layoff language herein including Section 19.5C.

A department will be provided with the names of eligible employees and their job skills. The department will fill the position with the most senior employee with the job skills needed for the position. The department may test or otherwise affirm the employee has the skills and ability to perform the work.

An employee on the Layoff Transfer List who is not placed in another position prior to layoff shall be eligible for placement on the Reinstatement Recall List pursuant to Section 19.5D.

4. Transfer, in lieu of layoff, may be made to a single position in another class in the same or a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular, trial service, or probationary employee is not displaced.

5. Transfer, in lieu of layoff, may be made to a single position in another class when such transfer would constitute a promotion or advancement in the service provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced and when transfer in lieu of layoff under Section 19.1.C4 of this Article is not practicable.

6. The Seattle Human Resources Director may approve a transfer under Section 19.1.C1, -C2, -C3, -C4, or -C5 above with the consent of the appointing authority of the receiving department only, upon a showing of circumstances justifying such action.

7. Transfer may be made to another similar class with the same maximum rate of pay in the same or a different department upon the director's approval of a written request by the appointing authority. Employees transferred pursuant to the provisions of Section 19.1 shall serve probationary and/or trial service period in accordance with Personnel Rule Chapter 4.

19.2 Voluntary Reduction

A. A regularly appointed employee may be reduced to a lower class upon their written request stating their reasons for such reduction if the request is concurred in by the appointing authority and is approved by the Seattle Human Resources Director. Such reduction shall not displace any regular, trial service, or probationary employee.

B. The employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 19.6. Upon a showing, concurred in by the appointing authority of the department, that the reason for such voluntary reduction no longer exists, the Seattle Human Resources Director may restore the employee to their former status.

19.3 Layoff - The City shall notify the Union and the affected employees in writing at least eight (8) weeks in advance whenever possible, when a layoff is imminent within the bargaining unit.

19.4 Layoff for purposes of this Agreement shall be defined as:

The interruption of employment and suspension of pay of any regular, trial service, or probationary employee because of lack of work, lack of funds or through reorganization. Reorganization when used as a criterion for layoff under this Agreement shall be based upon specific policy decision(s) by legislative authority to eliminate, restrict or reduce functions or funds of a particular department.

19.5 A. In any given class in a department, the following shall be the order of layoff:

1. Interim appointees;
2. Temporary or intermittent employees not earning service credit;
3. Probationary employees *;
4. Trial service employees * (who cannot be reverted); or
5. Regular employees * in order of their length of service, the one with the least service being laid off first.

* Except as their layoff may be affected by military service.

B. However, the City may lay off out of the order described above for one or more of the reasons cited below:

1. Upon showing by the appointing authority that the operating needs of the department require a special experience, training, or skill.

2. When (1) women or minorities are substantially underrepresented in an EEO category within a department; or (2) a planned layoff would produce substantial underrepresentation of women or minorities; and (3) such layoff in normal order would have a negative, disparate impact on women or minorities; then the Seattle Human Resources Director shall make the minimal adjustment necessary in the order of layoff in order to prevent the negative disparate impact.

C. At the time of layoff, a regular employee or a trial service employee (per 19.5.A4 above) shall be given an opportunity to accept reduction (bump) to the next lower class in a series of classes in their department or they may be transferred as provided in Section 19.1.C4. An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 19.6.

D. Recall - The names of regular, trial service, or probationary employees who have been laid off shall be placed upon a Reinstatement Recall List for the same class and for the department from which laid off for a period of one year from the date of layoff.

E. Anyone on a Reinstatement Recall List who becomes a regular employee in the same class in another department shall lose their reinstatement rights in their former department.

F. Refusal to accept work from a Reinstatement Recall List shall terminate all rights granted under this Agreement; provided, no employee shall lose reinstatement eligibility by refusing to accept appointment in a lower class.

G. If a vacancy is to be filled in a given department and a Reinstatement Recall List for the classification for that vacancy contains the names of eligible employees who were laid off from that classification the following shall be the order of the Reinstatement Recall List:

1. Regular employees laid off from the department having the vacancy in the order of their length of service. The regular employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.

2. Trial service employees laid off from the department having the vacancy in the order of their length of service. The trial service employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.

3. Probationary employees laid off from the department having the vacancy without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.

4. Regular employees laid off from the same classification in another City department and regular employees on a Layoff Transfer List. The regular employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of the Personnel Rules shall apply.

5. Trial service employees laid off from the same classification in another City department and trial service employees on a Layoff Transfer List. The trial service employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of the personnel rules shall apply.

6. Probationary employees laid off from the same classification in another City department and probationary employees on the Layoff Transfer List without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.

7. The City may recall laid off employees out of the order described above upon showing by the appointing authority that the operating needs of the department require such experience, training or skill.

8. The Union agrees that employees from other bargaining units whose names are on the Reinstatement Recall List for the same classifications shall be considered in the same manner as employees of this bargaining unit, provided the Union representing those employees has agreed to a reciprocal right to employees of this bargaining unit. Otherwise, this Section shall only be applicable to those positions that are covered by this Agreement.

H. Nothing in this Article shall prevent the reinstatement of any regular, trial service, or probationary employee for the purpose of appointment to another lateral title or for voluntary reduction in class, as provided in this Article.

19.6 A. For purposes of layoff, service credit in a class for a regular employee shall be computed to cover all service subsequent to their regular appointment to a position in that class and shall be applicable in the department in which employed and specifically as follows:

B. General Provisions

1. After completion of the probationary period, service credit will be given for employment in the same, an equal or higher class, including service in other departments and shall include temporary or intermittent employment in the same class under regular appointment prior to the regular appointment;

2. A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position;

3. Service credit will be given for previous regular employment of an incumbent in a position that has been reallocated and in which the employee has been continued with recognized standing;

4. Credit will be given for service prior to an authorized transfer;

5. Service credit will be given for time lost during:

   a. Jury duty;

   b. Disability incurred in line of service;

   c. Illness or disability compensated for under any plan authorized and paid for by the City;

   d. Service as a representative of a Union affecting the welfare of City employees;

   e. Service with the armed forces of the United States, including but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

C. No service credit shall be given:

1. For service of a regular employee in a lower class to which they have been reduced and in which they have not had regular standing, except from the time of such reduction;

For any employment prior to a separation from the Civil Service other than by a resignation that has been withdrawn within sixty (60) days from the effective date of the resignation and such request for withdrawal bears the favorable recommendation of the appointing authority and is approved by the Seattle Human Resources Director.

19.7 The City agrees to support employees facing layoff by providing the Project Hire program during the term of this Agreement. If a department is hiring for a position in which the employee is qualified, and if no business reason would otherwise make the employee unsuitable for employment, the employee will be interviewed for the vacancy. This provision does not create any guarantee or entitlement to any position. The Project Hire guidelines apply.

ARTICLE 20 – SAVINGS CLAUSE

20.1 If any article of this Agreement, or addenda thereto, is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any article is restrained by such tribunal, the remainder of this Agreement and addenda shall remain in force, and the Parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

20.2 If the City Charter is modified during the term of this Agreement, and any modifications thereof conflict with an express provision of this Agreement, the City and/or the Union may reopen, at any time, for negotiations the provisions so affected.

ARTICLE 21 – BULLETIN BOARDS

21.1 The City shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining units; provided, however, that said space shall not be used for notices that are political in nature. All material posted shall be officially identified as belonging to PROTEC17. A copy of all material to be posted will be provided to the appropriate departmental Labor Relations Officer, Human Resources Manager, or designated representative prior to posting.

ARTICLE 22 – EMPLOYMENT PROCESS

22.1 All vacant positions in the bargaining unit, which are to be filled by regular appointment, will be advertised at least once in an internal City announcement (except as noted below in Section 22.1.2) that will be regularly distributed to all departments for posting in places accessible to employees, with a copy to the Union. The filing for each position will be open for at least fourteen (14) calendar days.

22.1.1 Announcements will not be posted for external applicants until seven (7) calendar days after the posting of that announcement for internal applicants. Waiver of the seven (7) calendar day advanced internal posting may be requested of the Union.

22.1.2 Exceptions to the requirement in Section 22.1 are:

A. Fill from a Reinstatement Recall List Article 19);

B. Fill from a Reversion Recall List Article 19;

C. Employment of a Project Hire candidate (someone laid off from another title, but qualified to do the work if acceptable to the department appointing authority); or

D. Other good reasons mutually agreed upon on a case-specific basis.

22.1.3 The Seattle Human Resources Director or designee will encourage the appointing authority to include notices of exempt, seasonal, and temporary project vacancies in the regularly distributed internal City announcement.

22.2 The Seattle Human Resources Director or designee will define specific required qualifications for each bargaining unit position advertised. In all cases, the advertised qualifications shall be at least at the level of the established qualifications listed in the pertinent classification specification but may be closer in focus to address the job-related requirements of the particular position. All internal and external job announcements for positions covered by this agreement will specify that the position is represented by PROTEC17.

22.3 The Seattle Human Resources Director or designee will review and approve the general method of selection used in each City department to ensure the selection processes for

filling bargaining unit positions are conducted in a reasonable and fair manner. If the Union feels a selection method does not meet the "*reasonable and fair*" threshold, they may request a meeting with the Seattle Human Resources Director or their designee to discuss resolution of their concerns. Lacking such resolution, the Union may submit the threshold question to the grievance procedure.

22.3.1 Each candidate under consideration at a specific step in the process to fill a particular position shall be evaluated in a consistent and uniform manner.

22.4 Each employee applying for consideration for a vacancy will be notified in writing by the responsible City agency at the point in the process when the employee is no longer being considered for the vacant position.

22.5 On an annual basis, the City will provide the Union with a report that will show the source of hires, so that patterns of appointments between current employees and non-City applicants can be reviewed.

22.5.1 The report will identify all permanent appointments made during the period by name, title, department, EEO category, and previous employment. If the previous employment was from within the City, the previous title and department will be indicated.

22.6 The Seattle Human Resources Director or designee will audit each selection and appointment within the bargaining unit to ensure the appointee meets the advertised qualification standard. Results of each audit will be provided to the Union.

22.7 The Seattle Human Resources Director or designee will maintain a Reinstatement Recall List for one (1) year, consisting of employees laid off due to lack of work, lack of funds, or reorganization of a specific title. Should a vacancy occur in the title in any City department during the ensuing year, the hiring department must consider the names on the Reinstatement Recall List for staffing the vacancy.

22.7.1 In all cases, if an appointment is to be made from other than the Reinstatement Recall List, the appointing authority must submit a written statement of the reason to the Seattle Human Resources Director or designee at the time of the qualification/appointment audit.

ARTICLE 23 – ENTIRE AGREEMENT

23.1 The Agreement expressed herein in writing constitutes the entire Agreement between the Parties, and no oral statement shall add to or supersede any of its provisions.

23.2 The Parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter, whether or not specifically referred to or covered in this Agreement.

ARTICLE 24 – SUBORDINATION OF AGREEMENT

24.1 It is understood that the Parties hereto and the employees of the City are governed by the provisions of applicable federal law, City Charter, and state law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal law, City Charter, or state law are paramount and shall prevail.

24.2 It is also understood that the Parties to this Agreement and the employees of the City are governed by applicable City Ordinances. City Ordinances are paramount except where they conflict with the express provisions of this Agreement, in which case this Agreement shall govern.

ARTICLE 25 – TELECOMMUTING

25.1 Nothing in this Article abridges the Employer's rights enumerated within this Agreement.

25.2 Telecommuting is an arrangement in which an employee's job duties may be performed at an alternative worksite, such as the employee's residence or a satellite office located closer to the employee's residence than the primary worksite where the employee is regularly assigned.

25.3 Telecommuting is recognized by the City and its employees as a practical, feasible and durable work alternative when it benefits the City of Seattle in one (1) or more of the following ways:

A. Maintains and enhances the delivery and resilience of City services;
B. Improves employee effectiveness, productivity and morale;
C. Maximizes utilization of City of Seattle office facilities;
D. Reduces absenteeism;
E. Promotes employee health and wellness, including ergonomic health;
F. Improves employee recruitment and retention;
G. Improves air quality and reduce traffic congestion;
H. Enhances the working life and opportunities of persons with disabilities; and
I. Other reasons as defined by the appointing authority.

25.4 Telecommuting Agreement – Telecommuting is encouraged but not mandated for employees, including temporary employees. Each bargaining unit member will have the opportunity to request a telecommuting agreement. The bargaining unit member must submit the request in writing to the City.

The City and the bargaining unit member will evaluate the feasibility of a request through an interactive process consistent with Personnel Rule 9.2 -Telecommuting. The City will consider all information provided by the bargaining unit member, including but not limited to health and safety, childcare, elder care and other family care, equity and transportation needs when making a decision on whether to grant a request.

When reporting to a primary worksite is required by an "in-office" weekly minimum policy, four hours work shall constitute an "in office" shift and the minimums may be met based on an average within a pay period. "In office" will include field work such as, but not limited to, inspections, public meetings, trainings, events and work at City designated facilities, provided the employee is in paid status and performing work on behalf of the City.

The employee shall report to the employing unit's primary worksite for public-facing services when so directed. The employee shall take reasonable precautions to protect City owned equipment, if any, from theft, damage, or misuse. It remains the employer's responsibility to insure equipment used for approved telecommuting purposes.

The decision ~~of~~ whether or not to grant a telecommuting agreement must be ~~stated~~ in writing and must include the reason(s) for the denial or approval, and provided to the employee. Supervisors will add information about telecommuting agreement eligibility to position descriptions and job postings. Working relationship between supervisor and employee, negative performance reviews and/or employee disciplinary history unrelated to telecommuting may not be considered as the sole basis for denial of a telecommuting agreement request unless the City has documented a nexus between the performance/discipline and the remote work request.

Denied telecommuting agreement requests will be reported to the Union. The bargaining unit member will have the opportunity to request a reconsideration of a denial to the Appointing Authority or designee.

<u>Changes to Agreed Telecommuting Agreements</u> – Bargaining unit members approved for telecommuting acknowledge and recognize that business and/or employee needs arise that may necessitate a temporary deviation from an approved telecommuting agreement. The City or employee shall provide as much advance notice as possible. Alternative deviations may be considered and such deviations, whenever possible, should be infrequent.

The terms and conditions of individual telecommuting agreement shall be set forth in completed and signed remote work agreements with a copy provided to the Union.

25.5 The City or the bargaining unit member may initiate a telecommuting agreement, in writing, with a minimum advance notice of thirty (30) calendar days. When the City terminates a Telecommuting Agreement, the employee must receive written notification stating the reason(s) for the termination. Upon receiving written notification of termination, the employee may appeal the termination of the schedule to the department head. The employee may have a union representation during an appeal meeting.

ARTICLE 26 – TERM OF AGREEMENT

26.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through December 31, 2026. No grievance or claim alleging a violation regarding the terms of this Agreement shall be filed or pursued by the City or the Union or its members involving any situations occurring before the execution of this Agreement by both parties except: (1) to enforce implementation of a provision that specifically provides for retroactivity; and/or (2) to pursue a grievance that has already been timely filed prior to the execution of this Agreement; and/or (3) to pursue a grievance regarding an incident that occurred close enough to the execution date of this Agreement for the Union to still be within the threshold time limits for filing a grievance involving that incident under the Grievance Procedure provisions of this Agreement. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90), but not more than one hundred twenty (120) days prior to December 31, 2026. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement, and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties. For the immediate successor agreement to the agreement expiring December 31, 2026, the parties agree to timely negotiate a successor agreement regardless of the timelines expressed above.

26.2 In the event that negotiations for a new Agreement extend beyond the anniversary date of this Agreement, the terms of this Agreement shall remain in full force and effect until a new Agreement is consummated or unless consistent with RCW 41.56.123, the City serves the Union with ten (10) days' notification of intent to unilaterally implement its last offer and terminate the existing Agreement.

26.3 Affordable Care Act - The Parties agree to a reopener on impacts associated with revisions made to the Affordable Care Act (ACA).

26.4 Equity - For the duration of this agreement, the Union agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Race and Social Justice Initiative (RSJI) efforts.

26.5 Temporary Employment - The parties agree that the City's Temporary Employment philosophy and practices will be part of the Labor-Management Leadership Committee (LMLC) Workplan.

26.6 Work/Life Support Committee (WLSC) - A Side Letter of Agreement will be established depicting the following:

A. Purpose - The Work/Life Support Committee (WLSC) shall be a citywide Labor Management Committee to promote an environment for employees that supports and enhances their ability to meet their responsibilities as employees of the City of Seattle and support their work life balance. The WLSC may provide recommendations to the Mayor and City Council on programs and policies that further support the work life balance.

B. Workplan - The WLSC shall develop an annual workplan to identify programs and policies that promote a work life balance for city employees. These may include, but are not limited to, dependent care subsidy/support program for eligible employees, enhancing alternative work arrangements, flexible work hours, job sharing, on-site/near site childcare, expanding definition of family for access to leave benefits, shift swaps, resource and referral services, emergency leave, and back-up care. This committee may conduct and make recommendations no later than March 31 of each year.

C. Membership - The membership of WLSC shall be made up of the Mayor or designee, the Director of Labor Relations or designee, up to five Directors or designees from city departments, members designated by the Coalition of City Unions at equal numbers as the management representatives. If a CCU designee is a city employee they shall notify their supervisor and management will not unreasonably deny the participation on paid release time on the WLSC.

D. Meetings - The WLSC shall meet at least four (4) times per calendar year. The WLSC may meet more frequently if necessary if all parties agree.

E. Additional Resources - The WLSC may establish workgroups that include other department representatives and/or subject matter experts. These subcommittees shall conform with rules established by the WLSC.

F. The WLSC and its subcommittee(s) shall not have the authority to change, amend, modify, or otherwise alter collective bargaining agreements.

26.7 Work Outside of Classification - During the duration of this agreement the City and Union agree to discuss the current processes and procedures of Out of Classification assignments.

26.8 Washington State Paid Family and Medical Leave - The City and Union agree to that either party has the ability to reopen negotiations regarding changes arising from or related to the Washington Paid Family and Medical Leave Program (Title 50A RCW) including, but not limited to, changes to the City's current paid leave benefit which may arise as a result of final rulemaking from the State of Washington, which may include changes to the draw down requirements associated with the City's Paid Family and Parental Leave programs.

Employees will continue to pay the employee portion of the required premium [listed as the WA Paid Family Leave Tax and the WA Paid Medical Leave Tax on an employee's paystub] of the Washington State Paid Family and Medical Leave Program.

26.9 No later than sixty (60) days after the full ratification of this Agreement, the Parties agree to initiate interest-based bargaining (IBB) on the subject of Change Team co-lead compensation, workload balance, and workplace protections. The Parties further agree that both the Director of Human Resources or designee(s), equal numbers of management and labor representatives and up to six (6) members of department Change Teams will be members of the IBB negotiation team. Upon completion of IBB, the Parties may agree by mutual consent to reopen this Agreement to incorporate agreed upon language. The Parties acknowledge that any new or modified language developed in IBB may need parameter approval from the LRPC and adoption by the Seattle City Council in order to be enforceable.

26.10 Dependent Care Task Force - The City and the Coalition of City Unions recognize a common interest in supporting employees by increasing access to safe, affordable, and quality dependent care services.

To meet this interest, the Parties will convene a joint Task Force to study options for a possible child and dependent care benefit program, including the possibility of a multi-employer dependent care voucher program. The joint Task Force shall be made up of equal numbers of labor representatives and representatives of the City.

The Task Force assessment should include an analysis of the need for dependent care by City employees, affordability, quality, location of child and adult care providers, and

the administrative infrastructure needed to oversee the program. The assessment should also include an analysis of the costs and benefits of a dependent care benefit program and possible revenue sources such as the potential excess Health Insurance Rate Stabilization Fund. By mutual agreement, the Task Force may consult with outside experts to help with the assessment.

The Task Force shall provide a written report, with its analysis and recommendations, no later than end of year 2024.

26.11 Encampment Clean-Up Safety and Compensation - The Parties agree to examine the City's safety protocols and encampment premium as each relates to homeless encampment clean-up. During the term of this Agreement, the City and impacted Coalition unions agree to meet and discuss existing practices and to consider potential improvements to the existing safety protocols and encampment premium. Should the Parties reach Agreement in principle on any changes to the safety protocols, the City agrees, subject to the approval of the City Council and the Mayor, to reduce such agreement to writing.

Signed this _____ day of _____, 2024

Executed under this Authority of Ordinance_____

THE CITY OF SEATTLE:

_____
Bruce Harrell, Mayor

_____
Shaun Van Eyk, Labor Relations Director

PROTEC17:

_____
Karen Estevenin, Executive Director

_____
Mark Watson, Union Representative

_____
Kaite Mark, Union Representative

_____
Kate Hutton, Bargaining Committee Member

_____
Dawn Quaale, Bargaining Committee Member

APPENDIX A

A.1 TITLES – Appendix A covers all temporary, regular full-time, and regular part time employees classified as Strategic Advisor- Office of Emergency Management Bargaining Unit members.

A.2 Effective upon ratification the minimum and maximum hourly wage range of the Strategic Advisor classifications shall be as follows:

For year 2023:

	Minimum	Maximum
Strategic Advisor 1, L17	46.08	69.12
Strategic Advisor 2, L17	50.24	75.39
Strategic Advisor 3, L17	54.98	82.46
Managers 1, SPD	46.08	69.12
Managers 2, SPD	50.24	75.39
Managers 3, SPD	54.98	82.46

For year 2024:

	Minimum	Maximum
Strategic Advisor 1, L17	48.16	72.23
Strategic Advisor 2, L17	52.50	78.78
Strategic Advisor 3, L17	57.45	86.17
Managers 1, SPD	48.16	72.23
Managers 2, SPD	52.50	78.78
Managers 3, SPD	57.45	86.17

AGREEMENT

by and between

THE CITY OF SEATTLE / MUNICIPAL COURT

and

PROTEC17

UNIT:

MUNICIPAL COURT
PROBATION COUNSELORS

Effective January 1, 2023 through December 31, 2026

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AGREEMENT

by and between

THE CITY OF SEATTLE / MUNICIPAL COURT

and

PROTEC17

PREAMBLE

THIS AGREEMENT is between the CITY OF SEATTLE/MUNICIPAL COURT (hereinafter called the Employer) and PROTEC17 (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties regarding wages, hours, and other conditions of employment of those employees in classifications for whom the Employer has recognized the Union as the exclusive collective bargaining representative.

Aspects of employment at Seattle Municipal Court that are related to wages and wage-related benefits are within the legal authority of the City of Seattle. Aspects of employment at Seattle Municipal Court that are not related to wages and wage-related benefits are within the legal authority of Seattle Municipal Court.

ARTICLE 1 – NON-DISCRIMINATION

1.1 The Employer and the Union agree that they will not discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, gender identity, veteran status, political ideology, creed, religion, ancestry, or national origin; Union activities; or the presence of any sensory, mental, or physical disability; unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the Employer.

1.2 Whenever words denoting the feminine or masculine gender are used in this Agreement, they are intended to apply equally to either gender.

1.3 The Employer and the Union are jointly committed to ensuring equal opportunity and building a workforce that reflects the whole community and creates a diverse workforce. The City and the Union are committed to diversity training. To the fullest extent practicable, the Employer and the Union are committed to promoting policies, programs and procedures necessary to investigate claims and resolve illegal discriminatory practices. We are committed to ensuring that our actions individually and collectively support the spirit of this agreement. To that end, the Employer and the Union agree that the Employer will make a good faith effort to recruit a diverse applicant pool.

ARTICLE 2 – RECOGNITION AND BARGAINING UNIT

2.1 The Employer recognizes the Union as the exclusive collective bargaining representative for the purpose stated in RCW 41.56 for the bargaining unit defined to include the job titles listed in Appendix A as certified by the Public Employment Relations Commission in decision number 3239-PECB and excluding confidential employees. This exclusion includes the one position currently classified as a Probation Counselor II, but which has a working title of Volunteer Programs Coordinator and which is part of the management staff team. Regular full and part time employees in the job titles of the bargaining unit as defined will be employed subject to the terms and conditions of this agreement.

The term "employees" will only include paid employees and will not be defined to include volunteers. Nor will employees temporarily assigned to the bargaining unit be defined as employees covered by this Agreement. Temporarily assigned employees are those who are temporarily employed for a period not exceeding six (6) consecutive months or those called in on an intermittent basis and to fill in for short-term vacancies or absences of regular employees.

ARTICLE 3 – RIGHTS OF MANAGEMENT

3.1 The management of the Municipal Court and the direction of the work force are vested exclusively in the Employer, except as may be limited by an express provision of this Agreement. Without limitation, implied or otherwise, all matters not specifically and expressly covered by this Agreement will be administered by the Employer in accordance with such policy and procedure as the Employer from time to time may determine.

Except where limited by an express provision of this Agreement, the Employer reserves the right to manage and operate the Municipal Court at its discretion. A nonexclusive listing of examples of such rights include the right:

A. To recruit, hire, assign, transfer, promote, or lay off employees;

B. To determine the methods, processes, means, and personnel necessary for providing Court services, including the increase or diminution, or change of operations, the establishing of policies and procedures and revision of same, the determination of work measures and methods, the introduction of any and all new, improved, automated methods or equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties, and the combination or consolidation of jobs;

C. To set standards of work performance and to evaluate performance annually. When performance issues arise, management will bring such issues to the attention of the employee;

D. To determine hours of work and work schedules and the location of work assignments and offices;

E. To determine the amount of job-related education expenses to be reimbursed by the Employer, including tuition and other course or seminar fees, books, and travel;

F. To determine the extent to which any other employee benefit, employment practice, or working condition not specifically mentioned in this Agreement will be continued, revised, discontinued, and the extent to which same will be funded within the Municipal Court budget;

G. To control the Municipal Court budget;

H. To temporarily assign employees to a specific job or position outside the bargaining unit;

I. To determine appropriate work out-of-class assignments; and

J. To determine rules relating to acceptable employee conduct.

The Employer reserves the right to take whatever actions are necessary in emergencies to assure the proper functioning of the Court.

3.2 When a promotional opportunity occurs within the bargaining unit, the Department will send an e-mail to all members of the bargaining unit describing the opportunity, prior to or at the same time the position is advertised to external candidates. The Department will follow the Court's Human Resources Department's hiring guidelines.

3.3 If a new or revised evaluation system is to be implemented, the Union will be provided notice and, if requested, a labor management meeting will be convened to discuss same.

3.4 The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for bargaining unit work on a short-term, temporary basis under the following guidelines: (1) required expertise is not available within the City work force, or
, or (2) the occurrence of peak loads above the work force capability.

Determination as to (1), (2), or (3) above will be made by the department head involved, prior to approval by the department head involved to contract out work under this provision, the Union will be notified thirty (30) days prior to the start of any new contract or as soon as the department is aware of the need to contract the work. The City will provide consistent and uniform contracting out notice from each City department to the Union. The department head involved will make available to the Union upon request:

1. A detailed justification for the proposed contracting;
2. A labor force analysis demonstrating why the current workforce cannot complete the work;
3. The location where the work will be performed;
4. A description of the work to be contracted;
5. The estimated duration and amount of the contract;
6. The intended start date; and
7. The date the work must be completed, if applicable.

The City will, during its budget process, review the use of contractors in the terms of nature of work, the duration, and the number of hours of contractor work being performed in conjunction with effected union(s). Based on the review, if the City and Union(s) determine(s) there is an ongoing need, the parties will, in good faith, collaboratively determine whether the circumstances warrant the proposal of additional regular positions.

The Union may grieve contracting out for work as described herein, if such contract involves work normally performed by employees covered by this Agreement.

3.5 Criminal Background Investigations:

In accordance with past practice, the Court will conduct background checks upon hiring of all employees. Employment will be contingent on the results of such background check. If the background investigation on any newly hired employee reveals any record of arrest or conviction, the Court will address the matter in accordance with established Court policy and Criminal Justice Information System (CJIS) requirements.

In addition, the Court will conduct background investigations of all employees every three years. If the background investigation on an employee reveals any record of arrest or conviction, the Court will address the matter in accordance with established Court policy and Criminal Justice Information System (CJIS) requirements.

The following provision does not apply in the case of an initial background check of a newly-hired employee. If the Court places an employee on a non-disciplinary unpaid leave solely because they have been denied access to the CJIS system, the Court will not challenge any unemployment compensation claim filed by the employee unless and until the Court decides to take disciplinary action. The Seattle Human Resources Director or their designee will contact other City departments to determine if appropriate alternative employment is available for the employee during this period. If such alternative employment is not available, an employee placed on such non-disciplinary leave may use any previously-accrued annual leave, compensatory time or personal holidays. The Court further agrees to pay an employee who is on such unpaid leave, and for whom alternative employment is not available, a maximum of one week's salary and related benefits, with the understanding that this compensation will constitute the employee's sole remedy under this agreement for wages or benefits during this period.

ARTICLE 4 – EMPLOYEE RIGHTS

4.1 The off-duty activities of employees will not be cause for disciplinary action unless said activities are a conflict of interest or are detrimental to the employee's work performance or the program or image of the Court, or otherwise violate the Court's Code of Conduct.

4.2 The employees covered by this Agreement may examine their personnel files in the departmental Personnel Office in the presence of the Personnel Officer or a designated supervisor. In matters of dispute regarding this Section, no other personnel files will be recognized by the City or the Union except that supportive documents from other files may be used. Materials to be placed into an employee's personnel file relating to job performance or personal conduct or any other material that may have an adverse effect on the employee's employment will be reasonable and accurate and brought to their attention with copies provided to the employee upon request. Employees who challenge material included in their personnel files are permitted to insert material relating to the challenge.

4.2.1 Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250 and RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employee access to such files.

4.3 The City agrees that when an employee covered by this Agreement attends a meeting for purposes of discussing an incident that may lead to suspension, demotion or termination of that employee because of that particular incident, the employee will be advised of their right to be accompanied by a representative of the Union. If the employee desires Union representation in said matter, they will so notify the City at that time and will be provided reasonable time to arrange for Union representation.

4.4 The employee who appears to have a substance abuse, behavioral, or other problem that is affecting job performance or interfering with the ability to do the job, will be encouraged to seek information, counseling, or assistance through private sources that the employee may be aware of or sources available through the City's Employee Assistance Program. Employees are encouraged to make use of such sources on a self-referral basis and supervisors will assist in maintaining confidentiality. No employee's job security will be placed in jeopardy solely as a result of seeking and following through with corrective treatment or counseling.

It is the employee's responsibility to correct unsatisfactory job performance or behavioral problems interfering with the ability to perform the job, and failure to

do so will result in disciplinary action. The employee's department head may hold such disciplinary action in abeyance if the employee agrees:

A. To meet with or advise the Employee Assistance Program Coordinator of the employee's preferred course of treatment; and

B. To follow through on a course of action, treatment or counseling recommended and/or accepted by the Employee Assistance Program Coordinator; and

C. To have such follow-through verified by the Employee Assistance Program Coordinator to the employee's department head or designee.

If the employee fails to follow through as recommended and does not correct their job performance or behavioral problems that interfere with the ability to perform the job, the discipline will be imposed as recommended.

ARTICLE 5 – UNION ENGAGEMENT AND PAYROLL DEDUCTIONS

5.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted will be transmitted monthly to the Union on behalf of the employees involved.

5.1.1 The performance of this function is recognized as a service to the Union by the City and the City will honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only.

5.1.2 The Union agrees to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that arise against the City for deducting dues from Union members pursuant to this Article, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

5.2 The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit.

5.2.1 The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

5.3 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement.

5.3.1 At least five (5) working days before the date of the NEO, the City will provide the Union with a list of names of the bargaining unit members attending the Orientation.

5.4 The individual Union meeting and NEO will satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law.

5.5 The City of Seattle, including its officers, supervisors, managers and/or agents, will remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

5.6 New Employee and Change in Employee Status Notification: The City will notify the appropriate Union with New Hire information as soon as possible but no later than the first day of work. The City will supply the Union with the following:

a. Name
b. Home address
c. Personal phone
d. Personal email (if a member offers)
e. Job classification and title
f. Department and division
g. Work location
h. Date of hire
i. FLSA status
j. Compensation rate

Upon transition to a new Personnel Management System (Workday) the City agrees to notify the appropriate Union with New Hire information no later than one work week after the employee's first day of work. In the event that transition is delayed or the system is unable to send weekly notification, the parties agree to meet to discuss an alternative notification process no later than May 1, 2024.

5.7 The City will also notify the Union on a monthly basis regarding employee status changes for employees who have transferred into a bargaining unit position and any employees who are no longer in the bargaining unit.

5.8 Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of their Union dues authorization rules.

5.8.1 Every effort will be made by the City to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the Union that the terms of the employee's authorization regarding dues deduction revocation have been met.

5.8.2 The City will refer all employee inquiries or communications regarding union dues to the Union.

See also: Appendix B

ARTICLE 6 – DISCIPLINARY ACTION

6.1 The parties agree to attempt to resolve disciplinary matters at the lowest level possible in an effort to maintain workplace harmony. The parties agree that in their respective roles primary emphasis will be placed on preventing matters requiring disciplinary actions through effective employee-management relations.

The primary objective of discipline will be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the Court may take against an employee include:

A. Verbal warning;
B. Written reprimand;
C. Suspension;
D. Demotion; or
E. Termination

6.2 For employees covered by the terms of this Agreement, the Court will use Daugherty's Seven Tests of Just Cause as a standard to determine if the disciplinary action is firmly and fairly grounded. These could include but are not limited to the following:

1) A reasonable rule/order was broken;
2) The employee was put on sufficient notice of the rule/order;
3) A fair investigation has been completed;
4) Substantial proof of the violation of a reasonable rule/order was discovered during the investigation; and
5) The employee was treated equally to other employees who committed a similar offense

6.3 The parties further agree that the disciplinary action taken depends upon the seriousness of the affected employee's conduct. In cases of suspension, demotion, or discharge, the specified charges and duration, where applicable, of the action will be furnished to the employee in writing not later than one (1) working day after the action became or becomes effective.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.1 Any dispute between the Employer and the Union or between the Employer and any employee covered by this Agreement concerning the interpretation, application, claim of breach, or violation of the express terms of this Agreement will be deemed a grievance.

Those issues specified as a management right as listed in Article 3 - Rights of Management will not be a proper subject for the grievance procedure except that allegations of the exercise of those rights in an arbitrary and capricious manner may be processed through Step 3 of the grievance procedure below.
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The following outline of procedure is written as for a grievance of the Union against the Employer, but it is understood the steps are similar for a grievance of the Employer against the Union.

7.1.1 Reclassification grievances will be processed per Section 7.8.

7.2 Every effort will be made to settle grievances at the lowest possible level of supervision with the understanding grievances will be filed at the step in which there is authority to adjudicate, provided the immediate supervisor is notified. Employees will be free from coercion, discrimination, or reprisal in seeking adjudication of their grievance.

7.3 Grievances processed through Step 3 of the grievance procedure will be heard during normal Employer working hours unless stipulated otherwise by the parties. Employees involved in such grievance meetings during their normal Employer working hours will be allowed to do so without suffering a loss in pay. No more than one (1) shop steward, other than the grievant, will attend the grievance meeting, except through prior approval of the Employer representative convening the meeting.

7.4 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

Failure by an employee and/or the Union to comply with any time limitation of the procedure in this Article will constitute withdrawal of the grievance. Failure by the Employer to comply with any time limitation of the procedure in this Article will allow the Union and/or the employee to proceed to the next step without waiting for the Employer to reply at the previous step, except that employees may not process a grievance beyond Step 3.

As a means of facilitating settlement of a grievance, either party may by mutual consent include an additional member on its committee.

7.5 A grievance will be processed in accordance with the following procedure:

Step 1 - A contract grievance will be verbally presented by the Union representative to the Manager for the aggrieved employee within twenty (20) business days of the alleged contract violation . . The parties agree to make every effort to settle the grievance at this stage promptly. The Manager will verbally answer the grievance in writing within ten (10) business days after being notified of the grievance.

Step 2 - If the grievance is not resolved as provided in Step 1, it will be reduced to written form, citing the section(s) of the Agreement allegedly violated, the nature of the alleged violation, and the remedy sought. The union will then forward the written grievance to the Deputy Court Administrator – Operations with a copy to the HR Manager at the Court within ten (10) business days after the Step 1 answer.

With Mediation

At the time the aggrieved employee and/or the Union submits the grievance to the Deputy Court Administrator – Operations, or their designee or the aggrieved employee may submit a written request for voluntary mediation assistance, with a copy to the Alternative Dispute Resolution (ADR) Coordinator, the City Director of Labor Relations and the Executive Director or their designee. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, the ADR Coordinator or their designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Executive Director or their designee and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties will sign. An executed copy of the settlement agreement will be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union.

The relevant terms of the settlement agreement will be provided by the parties to the department's designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the Deputy Court Administrator – Operations or their designee will be so informed by the ADR Coordinator.

The parties to a mediation will have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the collective bargaining agreement or to create a precedent regarding the interpretation of the collective bargaining agreement or to apply the settlement agreement to any circumstance beyond the explicit dispute applicable to said settlement agreement.

If the grievance is not resolved through mediation, the Deputy Court Administrator – Operations may convene a meeting within ten (10) business days after receipt of notification that the grievance was not resolved through mediation between the aggrieved employee, Shop Steward and/or Union Representative, together with other department or Court personnel they may deem necessary. The City Director of Labor Relations or their designee may attend said meeting. Within ten (10) business days after the meeting, the Director of Probation Services will forward a reply to the Union.

Without Mediation

The Deputy Court Administrator – Operations and/or their designee thereafter may convene a meeting within ten (10) business days after receipt of the grievance between the aggrieved employee, Shop Steward and/or Union Representative, together with other department or Court personnel they may deem necessary. The Deputy Court Administrator – Operations and/or their designee will give a written answer to the Union within 10 business days after the contract grievance meeting.

Step 3 - Deputy Court Administrator – Operations If the contract grievance is not resolved as provided in Step 2, the written contract grievance defined in the same manner as provided in Step 2, will be forwarded within ten (10) business days after the Step 2 answer to the City Director of Labor Relations and the Court Administrator with copies to the Court Human Resources Manager and the Deputy Court Administrator – Operations. The City Director of Labor Relations and the Court Administrator will determine which entity, the Court or the city, has authority to resolve the grievance at Step 3. The Court and the City will resolve any conflict over which entity has authority to resolve a grievance in accordance with the Letter of Agreement between the Court and the City dated December 10, 2004, a copy of which has been provided to the Union. The timeliness for Step 3 will be extended for up to 30 days, if necessary, to resolve any such conflict.

Mediation can be requested at Step 3 in the same manner as outlined in Step 2. The grievance must be filed in the time frame specified in Step 3 and responded to in the time frame specified in Step 3 after receipt of notification from the ADR Coordinator that the grievance was not resolved through mediation.

For grievances under City authority, Director of Labor Relations or their designee will investigate the contract grievance and, if deemed appropriate, they will convene a meeting between the appropriate parties. They will thereafter make a confidential recommendation to the Court Administrator, who will in turn give the Union an answer in writing ten (10) business days after receipt of the grievance or the meeting between the parties.

For grievances under Court authority, the Court Administrator or their designee will investigate the contract grievance and, if deemed appropriate, they will convene a meeting between the appropriate parties within ten (10) business days. The Court Administrator will thereafter give the Union an answer in writing ten (10) business days after receipt of the contract grievance or the meeting of the parties, with a copy going to Labor Relation Director.

Step 4 - If the contract grievance is not settled in Step 3, the Union may submit the grievance to arbitration within twenty (20) business days after the Employer's answer in Step 3.

The notice of arbitration will be filed with the city Director of Labor Relations and Court Administrator., with copies to the Presiding Judge and Court Human Resources Manager. And will include the following information:

- Identification of Section(s) of Agreement allegedly violated.
- Nature of the alleged violation.
- Question(s) which the arbitrator is being asked to decide.
- Remedy sought.

Within ten (10) business days thereafter, the City's Director of Labor Relations or designee will schedule a meeting or confer with the Union to determine who will arbitrate the dispute. The Deputy Court Administrator - Operations will be notified of this meeting or other conference for this purpose. If the Employer and Union are unable to agree upon an arbitrator within five (5) business days after they meet to determine such an appointee, the Union will request the Federal Mediation and Conciliation Services (FMCS) to provide a list of nine (9) arbitrators from which the parties may select one.

In the event the parties are unable to agree upon one of the above methods of selecting an arbitrator, or if the City's Director of Labor Relations or designee fails to timely schedule a meeting as is contemplated above, the Demand for Arbitration will be filed with the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration rules. The Demand for Arbitration must be filed within ten (10) business days of either the arbitrator selection meeting or the expiration of the ten (10) day period following the

Director of Labor Relations' receipt of the Arbitration Demand. Copies of the arbitration demand will be forwarded also to the Deputy Court Administrator - Operations, the Presiding Judge, and the Court Human Resources Manager.

When the Demand for Arbitration is filed with the American Arbitration Association, the arbitrator will be selected from a list obtained from the Association by its selection process.

Demands for Arbitration will be accompanied by the following information:

A. Identification of sections of the Agreement allegedly violated

B. Nature of the alleged violation

C. Remedy sought

In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

1. The arbitrator will have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and their power will be limited to the interpretation or application of the express terms of this Agreement, and all other matters will be excluded from arbitration including those matters specifically excluded from this grievance and arbitration procedure.

2. The decision of the arbitrator will be final, conclusive and binding upon the Employer, the Union, and the employee involved.

3. The cost of the arbitrator will be borne equally by the Employer and the Union, and each party will bear the cost of presenting its own case.

4. The arbitrator's decision will be made in writing and will be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.

5. Any arbitrator selected under Step 4 of this Article will function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.

7.6 Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.

7.7 A reclassification grievance will be initially submitted by the Union in writing to the Director of Labor Relations with a copy to the Deputy Court Administrator – Operations and Court Human Resources Manager. The Union will identify in the grievance letter the name(s) of the grievant(s), their current job classification, and the proposed job classification. The Union will include with the grievance letter a Position Description Questionnaire (PDQ) completed and signed by the grievant(s). At the time of the initial filing, if the PDQ is not submitted, the Union will have sixty (60) calendar days to submit the PDQ to Labor Relations. If the PDQ is not submitted within sixty (60) calendar days, the grievance will be deemed withdrawn. After initial submittal of the grievance, the procedure will be as follows:

A. The Director of Labor Relations or designee will notify the Union of such receipt and will provide a date (not to exceed six (6) months from the date of receipt of the PDQ signed by the grievant(s)) when a proposed classification determination report responding to the grievance will be sent to the Union.

B. The Director of Labor Relations or designee will provide notice to the Union when, due to unforeseen delays, the time for the classification review will exceed the six (6) month period.

C. The Deputy Court Administrator – Operations, upon receipt of the proposed classification determination report from the Director of Labor Relations or designee, will respond to the grievance in writing.

D. If the grievance is not resolved, the Union may within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution:

1. The Union may submit the grievance to binding arbitration per Section 6. 5, Step 4, or

2. The Union may request the classification determination be reviewed by the Classification Appeals Board consisting of two members of the Classification/Compensation Unit and one human resource professional from an unaffected department. The Classification Appeals Board will, convene and Board will make a recommendation to the Seattle Human Resources Director within forty-five (45) calendar days of the appeal hearing. The Director of Labor Relations or designee will respond to the Union after receipt of the Seattle Human Resources Director's determination. If the Seattle Human Resources Director affirms the Classification Appeals Board recommendation, that decision will be final and binding and not subject to further appeal. If the Seattle Human Resources Director does not affirm the

Classification Appeals Board recommendation, and the grievance is thereby not resolved the Union may submit the grievance to arbitration per Section 6.5, Step 4.

ARTICLE 8 – WORK STOPPAGES

8.1 The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all Employer services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of the Agreement, the Union will not cause any work stoppage, strike, slowdown, or other interference with Employer functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Employees will not cause or engage in any work stoppage, strikes, slowdown, or other interference with Employer functions for the term of this Agreement. Employees covered by this Agreement who engage in any of the foregoing actions will be subject to such disciplinary actions as may be determined by the Employer; including but not limited to the recovery of any financial losses suffered by the Employer.

ARTICLE 9 - CLASSIFICATIONS AND RATES OF PAY

9.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth in the appendix attached hereto and made a part of this Agreement.

9.2 Effective January 4, 2023 employees covered by this agreement will receive a base wage increase of five percent (5%).

Effective January 4, 2023 employees covered by this agreement will receive a market rate increase of three point eight percent (3.8%)

9.3 Effective January 3rd, 2024 employees covered by this agreement will receive a base wage increase of four and one half percent (4.5%).

9.4 Effective January 4, 2025, wages will be increased 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2021 through June 2022 to the period June 2023 through June 2024, minimum 2%, maximum 4%.

9.5 Effective January 10, 2026, employees base wages will be increased one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

9.6 The base wage rates referenced above will be calculated by applying the appropriate percentage increase to base hourly rates or as otherwise provided for herein. The rates in each Appendix are understood to be illustrative of the increases provided in Articles 9.2 through 9.5, and any discrepancies will be governed by those Articles.

9.7 Employees will pay the employee portion of the required premium listed as the WA Paid Family Leave Tax and the WA Paid Medical Leave Tax on an employee's paystub) of the Washington State Paid Family and Medical Leave Program effective December 25, 2019.

9.8 An employee who is scheduled to work not less than four (4) hours of their regular work shift during the evening (swing) shift or night (graveyard) shift, will receive the following shift premiums for all scheduled hours worked during such shift.

SWING SHIFT	$1.25 per hour
GRAVEYARD SHIFT	$1.75 per hour

With exception of paid sick leave, the above shift premium will apply to time worked as opposed to time off with pay and therefore, for example, the premium will not apply to vacation, holiday pay, bereavement leave, etc. Employees who work one of the shifts for which a premium is paid and who are required to work overtime will have the shift premium included as part of the base hourly rate for purposes of computing the overtime rate.

The swing shift period will encompass the hours from 4:00 p.m. to midnight. The graveyard shift period will encompass the hours from midnight to 8:00 a.m.

9.9 Effective December 25, 2019, employees assigned to perform bilingual, interpretive and/or translation services for the Court will receive a $200.00 per month premium pay. The Court will ensure employees providing language access services are independently evaluated and approved. The Court may review the assignment annually and may terminate the assignment at any time.

9.10 A. Every employee upon first appointment will receive the minimum rate of the salary range fixed for the position, except as provided herein. When the application of this paragraph results in an inequity, or when it becomes necessary because of difficulties in recruitment, payment of other than the prescribed step may be authorized by the Employer.

B. An employee will be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases will be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section will be defined in terms of one month's service for each month of full-time employment, including paid absences. Step increments in the out-of-class title will be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increments will not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for twelve (12) months (each 2088 hours) of actual service, they will receive one step

increment in the higher-paid title; provided that they have not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months and that such increment does not exceed the top step of the higher salary range.

C. For employees assigned salary steps other than the beginning step of the salary range, subsequent salary increases within the salary range will be granted after twelve (12) months of "actual service" from the appointment or increase, then at succeeding twelve-month intervals to the maximum of the salary range established for the class.

D. In determining "actual service" for advancement in salary step, absence due to sickness or injury for which the employee does not receive compensation may, at the discretion of the Employer, be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the Employer, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this paragraph, time lost by reason of disability for which an employee is compensated by Industrial Insurance or ordinance disability provisions will not be considered absence. An employee who returns after layoff, or who is reduced in rank to a position in the same or another department, may be given credit for such prior service.

E. Any increase in salary based on service will become effective upon the first day immediately following completion of the applicable period of service.

F. Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range will continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase, and will thereafter receive step increases as provided in Section 6.

G. Promotions - An employee appointed to a position in a class having a higher maximum salary will be placed at the step in the new salary range which provides an increase closest to but not less than one salary step over the most recent step received in the previous salary range immediately preceding the promotion, not to exceed the maximum step of the new salary range; provided further, that this provision will apply only to appointments of employees from regular full-time positions and will not apply to temporary assignments providing pay "over regular salary while so assigned."

    1. Hours worked out-of-class will apply toward salary step placement if the employee is appointed, or their position reclassified, to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

H. An employee demoted because of inability to meet established performance standards from a regular full-time or part-time position to a position in a class having a lower salary range will be paid the salary step in the lower range determined as follows:

1. If the rate of pay received in the higher class is above the maximum salary for the lower class, the employee will receive the maximum salary of the lower range.

2. If the rate of pay received in the higher class is within the salary range for the lower class, the employee will receive that salary rate for the lower class that, without increase, is nearest to the salary rate to which such employee was entitled in the higher class; provided, that the employee will receive not less than the minimum salary of the lower range.

I. An employee reduced because of organizational change or reduction in force from a regular full-time or part-time position to a position in a class having a lower salary range will be paid the salary rate of the lower range that is nearest to the salary rate to which they were entitled in their former position without reduction, provided that such salary will in no event exceed the maximum salary of the lower range. If an employee who has completed twenty-five (25) years of Employer service and who within five (5) years of a reduction in lieu of layoff to a position in a class having a lower salary range, such employee will receive the salary they were receiving prior to such second reduction as an "incumbent" for so long as they remain in such position or until the regular salary for the lower class exceeds the "incumbent" rate of pay.

J. When a position is reclassified by the Seattle Human Resources Director to a new or different class having a different salary range, the employee occupying the position immediately prior to and at the time of reclassification will receive the salary rate that will be determined in the same manner as for a promotion; provided, that if the employee's salary prior to reclassification is higher than the maximum salary of the range for such new or different class, they will continue to receive such higher salary as an "incumbent" for so long as they remain in such position or until the regular salary for the classification exceeds the "incumbent" rate of pay.

9.11 Temporary Service Credit

A temporary employee who has worked in excess of five hundred twenty (520) regular hours in the bargaining unit and who is appointed to a regular position in a Step Progression Pay Program without a break in service greater than thirty (30) days must have their temporary service credited for purposes of salary

step placement, provided the service was in a job title corresponding to the same or higher classification in the same series as the regular appointment.

9.12 Call Back

Call back is defined as a situation in which an employee has left the work premises and is contacted to report to a designated work location after the end of their normal workday, or on a scheduled day off, in response to unplanned or unforeseen circumstances requiring the employee's performance of work outside of their normally scheduled working hours.

A) Compensation for a call back shall commence at the time the employee arrives at the designated work location.

B) Employees who respond to a call back shall receive a minimum of two (2) hours of overtime pay at one and a half (1½) times their regular straight-time hourly rate of pay. Each additional hour worked on the call back shall be paid at one and a half (1½) times the employee's regular straight-time hourly rate of pay.

C) An employee who is called back within two (2) hours from the starting time of their next regularly scheduled work shift shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of their next regularly scheduled work shift, and the call back provision shall not apply.

9.13 Remote Response

Remote response is defined as a situation in which an employee is contacted to respond after the end of their normal workday, or on a scheduled day off, due to unplanned or unforeseen circumstances, but such response does not require the employee to report to a designated work location.

Remote Response occurs when an employee accepts or returns a call or message, or logs into a City device or system, for the purpose of responding as requested by their respective manager.

Employees who provide Remote Response shall receive a minimum of one-half (1/2) hour of overtime pay at their regular straight-time hourly rate of pay. If the total duration of the work exceeds one-half (1/2) hour, overtime will be paid for the actual time spent performing such duties, provided the employee has 40 hours in the work week.

Employees who respond within one (1) hour from the starting time of their next regularly scheduled work shift shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of their next regularly scheduled work shift, and the remote response provision shall not apply.

Bargaining unit employees will not be required or asked to flex their time in order to avoid paying overtime for the purposes of this article.

ARTICLE 10 - WORK OUTSIDE OF CLASSIFICATION

10.1 Whenever an employee is assigned by the department head or designee to perform the normal ongoing duties of and accept responsibility of a position when the duties of the position are clearly outside of the scope of an employee's regular classification for a period in excess of eight (8) consecutive hours or longer, they will be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class salary rate will be determined in the same manner as for a promotion.

10.2 The department head or designee may temporarily assign an employee to perform the duties of a lower classification without a reduction in pay.

10.3 An employee temporarily assigned to perform the duties of a lower classification primarily for the benefit of the employee will be paid at the rate of the lower classification.

10.4 When an out of class opportunity becomes available in the bargaining unit, management will send an e-mail to all bargaining unit members describing the out of class opportunity. The e-mail will include a deadline by which employees must express their interest in the opportunity. If the out of class assignment is two weeks or less, the opportunity will be offered only to PROTEC17 members in the Probation Division who either currently work or have previously worked in the specific unit where the out of class opportunity exists.

10.5 If an employee is assigned by the department head or designee, pursuant to this Article, to perform all of the duties of a higher classification on a continuous basis in excess of sixty (60) calendar days, they thereafter, while still assigned at the higher level, will be compensated for vacation and holidays at the rate of the assigned higher classification. 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 will 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.

10.6 The Employer will have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. The Employer may work employees out-of-class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months. The six (6) month period may be exceeded under the following circumstances: (1) when a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) when a position is scheduled for abrogation; or (4) a

position is encumbered (an assignment in lieu of a layoff; e.g., with the renovation of the Seattle Center Coliseum). When such circumstances require that an out-of-class assignment be extended beyond six (6) months, the Employer will notify the Union or Unions that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out-of-class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good-faith basis.

10.7 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as his/her primary class, across Union jurisdictional lines, with no change to his/her regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement, and payment for absences do not apply in these instances.

10.8 Out-of-class will be formally assigned in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties that would otherwise constitute an out-of-class assignment. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of his or her own classification, if the employee is not formally assigned to perform the duties on an out-of-class basis.

10.9 No employee may assume the duties of the higher-paid position without being formally assigned to do so, except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to the Presiding Judge or designee for retroactive payment of out-of-class pay. The decision of the Presiding Judge or designee as to whether the duties were performed and whether performance thereof was appropriate will be final.

ARTICLE 11 – LAYOFFS

11.1 The Seattle Municipal Court will notify the Union and the affected employees in writing as soon as possible, but at least 30 calendar days in advance whenever possible, when a layoff is imminent within the bargaining unit.

Layoff for purposes of this agreement will be defined as:

The interruption of employment and suspension of pay of any employee because of lack of work, lack of funds or through reorganization. Reorganization when used as a criterion for layoff under this Agreement will be based upon specific policy decision(s) by legislative authority to eliminate, restrict, or reduce functions or funds of the Court.

11.2 In all represented classifications in this Agreement, the following will be the order of layoff:

1. Vacant positions within the classification slated for layoff at management discretion;
2. Temporary or intermittent employees not earning service credit;
3. Regular employees[1] in order of their length of service, the one with the least service being laid off first.

11.3 For the purposes of this article, seniority is defined as the total amount of time spent in the bargaining unit based on service credits. When an affected employee is in a job classification where they are impacted by a layoff, that employee must be given an opportunity to accept a voluntary reduction in (bump) to the next lower classification(s) in the same series if the employee taking the reduction has more seniority than the least senior person on the next lower classification.

11.4 For employees who have promoted out of the bargaining unit their service credits will be frozen at that time for 24 months. Provided there is an open available position within the classification the employee promoted from the employee may accept a voluntary reduction into the classification in the event of layoffs. Bargaining unit service credit will continue if the employee returns to the bargaining unit, but the employee will not be credited for any service credit for hours that were not worked within the bargaining unit.

[1] Except as their layoff may be affected by military service.

ARTICLE 12 – RECALL

12.1 The names of employees who have been laid off will be placed upon a Reinstatement Recall List for the same or lower classification within the Court for a period of one year from the date of layoff or the following budget, whichever occurs later.

12.2 Refusal to accept work from a Reinstatement Recall List will terminate all rights granted under this Agreement: provided, no employee will lose reinstatement eligibility by refusing to accept appointment to a lower class.

12.3 If a vacancy is to be filled in the Court and a Reinstatement Recall List for the classification for that vacancy contains the names of eligible employees who were laid off from that classification the following will be the order of the Reinstatement Recall List: the regular employee on the Reinstatement Recall List who has the most service credit will be first reinstated.

ARTICLE 13 – ANNUAL VACATIONS

13.1 Annual vacations with pay will be granted to eligible employees computed at the rate shown in Section 9.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

13.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensated time, and sick leave. At the discretion of the Employer, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.

13.3 The vacation accrual rate will be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

COLUMN NO. 1		COLUMN NO. 2			COLUMN NO. 3
ACCRUAL RATE		EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE			MAXIMUM VACATION BALANCE
Hours on Regular Pay Status	Vacation Earned Per Hour	Years of Service	Working Days Per Year	Working Hours Per Year	Maximum Hours
0 through 08320	0460	0 through 4	12	(96)	192
08321 through 18720	0577	5 through 9	15	(120)	240
18721 through 29120	0615	10 through 14	16	(128)	256
29121 through 39520	0692	15 through 19	18	(144)	288
39521 through 41600	0769	20	20	(160)	320
41601 through 43680	0807	21	21	(168)	336
43681 through 45760	0846	22	22	(176)	352
45761 through 47840	0885	23	23	(184)	368
47841 through 49920	0923	24	24	(192)	384
49921 through 52000	0961	25	25	(200)	400
52001 through 54080	1000	26	26	(208)	416
54081 through 56160	1038	27	27	(216)	432
56161 through 58240	1076	28	28	(224)	448
58241 through 60320	1115	29	29	(232)	464
60321 and over	1153	30	30	(240)	480

Effective January 1, 2024, or sixty (60) calendar days after full ratification of this replacement contract, whichever is later, the vacation accrual table will be as follows on a going-forward basis:

Accrual Years/Hours	Vacation Days	Hours per Year	Maximum Hours

Year 0-3 / 0-6,240	12	96	192
Year 4-7 / 6,241-14,560	16	128	256
Year 8-13 / 14,561-27,040	20	160	320
Year 14-18 / 27,041-37,440	23	184	368
Year 19 / 37,440 -39,520	24	192	384
Year 20 / 39,521-41,600	25	200	400
Year 21 / 41,601 – 43,680	26	208	416
Year 22 / 43,681 – 45,760	27	216	432
Year 23 / 45,761 – 47,840	28	224	448
Year 24 / 47,841 – 49,920	29	232	464
Year 25+ - 49,921+	30	240	480

13.4 An employee who is eligible for vacation benefits will accrue vacation from the date of entering Employer service or the date upon which they became eligible and may accumulate a vacation balance that will never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time will cease at the time an employee's vacation balance reaches the maximum balance allowed and will not resume until the employee's vacation balance is below the maximum allowed.

13.5 Effective December 25, 2019, the requirement that the employee must complete one thousand forty (1040) hours on regular pay status prior to using vacation time will end.

13.6 In the event that the Employer cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to three (3) months if such exception is approved by the Presiding Judge or designee. A notice describing the circumstances and reasons leading to the need for the extension will be filed with the Seattle Human Resources Director. No extension of this grace period will be allowed.

13.7 The minimum vacation allowance to be taken by an employee will be in fifteen (15) minute increments.

13.8 An employee who leaves the Employer's service for any reason will be paid in a lump sum for any unused vacation they have previously accrued.

13.9 Upon the death of an employee in active service, pay will be allowed for any vacation earned and not taken prior to the death of such employee.

13.10 Where an employee has exhausted their sick balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. Employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.

Where the terms of this Section 9.11 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance will apply.

13.11 The department head will arrange vacation time for employees on such schedules as will least interfere with the functions of the department, but which accommodate the desires of the employee to the greatest degree feasible.

ARTICLE 14 – HOLIDAYS

14.1 The following days or days in lieu thereof will be recognized as paid holidays:

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 19th
Independence Day	July 4
Labor Day	First Monday in September
Indigenous People Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Day immediately following Thanksgiving Day
Christmas Day	December 25
Two Personal Holidays (0 through 9 years of service)	
Four Personal Holidays (after completion of 9 years of service)	

Whenever any holiday enumerated above falls upon a Sunday, the following Monday will be considered a holiday. Whenever any holiday enumerated above falls upon a Saturday, the preceding Friday will be considered the holiday; provided, however, paid holidays falling on Saturday or Sunday will be recognized and paid pursuant to Section 10.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 10.3 will be made only once per affected employee for any one holiday.

14.2 Employees who have completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (article 10.2) or on or before December 31st of the current year will receive an additional two (2) personal holidays for a total of four (4) personal holidays (per article 11.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

14.3 Personal holidays will be used in eight (8) hour increments or a pro-rated equivalent for part-time employees or, at the discretion of the Presiding Judge or designee, such lesser fraction of a day as will be approved.

14.4 Employees who work on a holiday will be paid for the holiday at their regular straight-time hourly rate of pay, and in addition will be paid at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for hours worked.

14.5 To qualify for holiday pay employees covered by this Agreement must have been on the payroll prior to the holiday and on pay status the normal workday before and the normal workday after the holiday.

14.6 A regular part-time employee will receive paid holiday time off (or paid time off in lieu thereof) based upon straight-time hours compensated during the pay period immediately prior to the pay period in which the holiday falls. The amount of paid holiday time off for which the part-time employee is eligible will be in proportion to the holiday time off provided for full-time employees. For example, a full-time employee working eighty (80) hours per pay period would be eligible for eight (8) hours off with pay on a holiday, while a part-time employee who works forty (40) hours during the pay period preceding the holiday would be eligible for four (4) hours off with pay.

14.7 Each holiday will consist of eight (8) hours. Employees working 4/10 or other alternative work schedules will revert to a 5/8 schedule during holiday weeks. Subject to the approval of the Probation Services Director, as an alternative, an employee may work the regular 4/10 schedule that week and be absent from work on the holiday for ten (10) hours. However, only eight (8) hours will be paid as holiday pay. The other two (2) hours must be covered by one of the following methods:

A. Use of accumulated compensatory time or vacation time;

B. Upon approval of the employee's supervisor, work the other two (2) hours on the employee's normally scheduled day off. The request for approval of this option must be made to the employee's supervisor at least two (2) weeks prior to the Monday of the calendar week in which the holiday falls; or

C. Other method approved by the employee's supervisor and the Director of Probation Services. Any such proposed, alternative method must be submitted to the Director of Probation Services for approval at least two (2) weeks prior to the Monday of the calendar week in which the holiday falls.

If the day of the holiday observance falls on the employee's normally scheduled day off, the employee will arrange, with the approval of their supervisor, an alternate day off the week of the holiday.

ARTICLE 15 – LEAVES AND VEBA

15.1 Sick Leave: Sick leave will be defined as paid time off from work for a qualifying reason under Article 15.1 of this agreement. Employees covered by this Agreement will accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status not exceeding 40 hours per week as shown on the payroll. However, if an employee's overall accrual rate falls below the accrual rate required by Chapter 14.16 (Paid Sick and Safe Time Law), the employee will be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of Chapter 14.16. Unlimited sick leave credit may be accumulated. New employees entering Employer service will not be entitled to use sick leave with pay during the first thirty (30) days of employment but will accrue sick leave credits during such thirty (30) day period. An employee is authorized to use paid sick leave for hours that the employee was scheduled to have worked for the following reasons:

1. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventive care; or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or

2. To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code Chapter 4.24.005 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or

3. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such reason, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210, or

4. Absences that qualify for leave under the Domestic Violence Leave Act, Chapter 49.76 RCW, or

5. The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or

6. The non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for purposes of adoption, including any time away from work prior to or following placement of the child to satisfy legal or regulatory requirements for the adoption.

Sick leave used for the purposes contemplated by Article 15.1.5 and 15.1.6 must end before the first anniversary of the child's birth or placement.

Abuse of paid sick leave or use of paid sick leave not for an authorized purpose may result in denial of sick leave payment and/or discipline up to and including dismissal.

15.2 Change in position or transfer to another Municipal Court or City department will not result in a loss of accumulated sick leave. Regular or benefits eligible temporary employees who are reinstated or rehired within 12 months of separation in the same or another department after any separation, including dismissal for cause, resignation, or quitting, will have unused accrued sick leave reinstated as required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210.

15.3 In order to receive paid sick leave for reasons provided in Article 15.1.1 -15.1.4, an employee will be required to provide verification that the employee's use of paid sick leave was for an authorized purpose, consistent with Seattle Municipal Code Chapter 14.16 and other applicable laws such as RCW 49.46.210. However, an employee will not be required to provide verification for absences of less than four consecutive days.

15.4 Conditions Not Covered - Employees will not be eligible for sick leave:

A. When suspended or on leave without pay and when laid off or on other non-pay status.

B. When off work on a holiday.

C. When an employee works during their free time for an employer other than the City of Seattle and their illness or disability arises therefrom.

15.5 Prerequisites for Payment:

A. Prompt Notification: The employee will promptly notify their immediate supervisor, by telephone or otherwise, on their first day off due to illness and each day thereafter, until advised otherwise by their immediate supervisor or unless physically impossible to do so. If an employee is on a special work schedule, particularly where a relief replacement is necessary if they are absent, they will notify their immediate supervisor as far as possible in advance of their scheduled time to report for work. The department head or their designee will establish a minimum reporting time prior to the beginning of a shift for such notice.

B. Notification While on Paid Vacation or Compensatory Time Off: If an employee is injured or is taken ill while on paid vacation or compensatory time off, they will notify their department on the first day of disability that they will be using paid sick leave. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented for absences greater than three continuous days.

C. Claims to be in 15 Minute Increments: Sick leave will be claimed in 15-minute increments to the nearest full 15-minute increment. A fraction of less than 8 minutes will be disregarded. Separate portions of an absence interrupted by returns to work will be claimed on separate application forms.

D. Limitations of Claims: All sick leave claims will be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee will not exceed the employee's sick leave accumulation as shown on the payroll for the pay period immediately preceding their illness, disability or other protected use of sick leave. It is the responsibility of their department to verify that sick leave accounts have not been overdrawn; and if a claim exceeds the number of hours an employee has to their credit, the department will correct their application.

E. Rate of Pay for Sick Leave Used: An employee who uses paid sick leave will be compensated at the straight time rate of pay as required by Seattle Municipal Code 14.16, and other applicable laws such as RCW 49.46.210. 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. For employees who use paid sick leave hours that would have been overtime if work, the City will apply requirements of Seattle Municipal Code 14.16 and applicable laws such as RCW 49.46.210. See also Articles 9.5 for sick leave use and rate of pay for out-of-class assignments.

15.6 Sick Leave Transfer Program - Employees may donate and/or receive sick leave in accord with the terms and conditions of the Employer's Sick Leave Transfer Program. This program is established and defined by City ordinance and may be amended or rescinded at any time during the term of this Agreement. Any disputes that may arise concerning the terms, conditions and/or administration of such program will be subject to the Grievance Procedure in Article 5 of this Agreement through Step 3 of Section 6.5. Grievances over sick leave transfer program disputes will not be subject to Step 4 (Arbitration) of Section 6.5.

15.6.1 A Labor Management Committee will be established for the purpose of proposing rules and procedures for a new Sick Leave Donation Program. The LMC will be to develop consistent, transparent and equitable proposals for processes across all departments within the City. The LMC will also explore proposals to lower the minimum leave bank required to donate sick leave and permit donation of sick leave upon separation from the City. The LMC must consult with the Office of Civil Rights to ensure compliance with the City's Race and Social Justice Initiative. Once the LMC has developed its list of proposals, the City and the Union agree to reopen the contract on this subject.

15.7 Industrial Injury or Illness:

A. Any employee who is disabled in the discharge of their duties, and if such disablement results in absence from their regular duties, will be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.

B. Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee will be compensated in full for the remaining part of the day of injury without effect to their sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury will be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee will be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then: (1) any accrued sick leave or vacation leave utilized that results in absence from their regular duties (up to a maximum of eighty percent (80%) of the employee's normal hourly rate of pay per day) will be reinstated; or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee will thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 6A.

C. In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions. This provision will become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.

D. Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting, unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

   The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) days after notification to the employee. The City's action is subject to the grievance procedure.

E. Such compensation will be authorized by the Seattle Human Resources Director or their designee with the advice of the Presiding Judge or designee upon request from the employee. The employee's request will be supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

F. Compensation for holidays and earned vacation falling within a period of absence due to such disability will be at the normal rate of pay, but such days will not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 6H. Disabled employees affected by the provisions of SMC 4.44 will continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 11.7A.

G. Any employee eligible for the benefits provided by this Ordinance whose disability prevents them from performing their regular duties but, in the judgment of their physician could perform duties of a less strenuous nature, will be employed at their normal rate of pay in such other suitable duties as the department head will direct, with the approval of such employee's physician, until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

H. Sick leave will not be used for any disability herein described except as allowed in Section 11.7B.

I. The afore-referenced disability compensation will be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.

J. Appeals of any denials under this Article will be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

NOTE. The parties agree that either may reopen for negotiation the terms and conditions of this Section 7.

15.8 Bereavement Leave - Employees covered by this Agreement will be allowed five (5) days off without salary deduction for bereavement purposes in the event of the death of any relative.

Employees covered by this Agreement are allowed forty (40) hours off without a salary deduction for bereavement purposes in the event of the death of any relative (prorated for part -time employees). Bereavement leave may be used in full day or increments of one (1) hour at the employee's discretion. Bereavement leave must be used within a year; employees may submit for exceptions to this within thirty (30) days (request that cone in after thirty (30) days will be considered) of death if they know they will need longer than one year to use leave.

For purposes of this section "relative" is defined as any person related to the employee by blood, adoption, fostering, guardianship, loco parentis, or domestic partnership.

This section does not apply to intermittent, sessional or less then half-time temporary employees.

15.9 Family and Medical Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code, Chapter 4.26, "Family and Medical Leave," or the federal Family and Medical Leave Act, may take leave to care for themselves and qualified dependents.

15.10 Paid Parental Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, “Paid Parental Leave,” may take leave for bonding with their new child.

15.11 Sabbatical Leave - Regular employees covered by this Agreement will be eligible for sabbatical leave under the terms of Seattle Municipal Code Chapter 4.33.

15.12 Emergency, Inclement Weather and Natural Disaster Leave - One (1) day or a portion thereof leave per Agreement year without loss of pay may be taken with the approval of the employee's supervisor and/or department head when it is necessary that the employee be immediately off work to attend to one of the following situations either of which necessitates immediate action on the part of the employee:

A. The employee’s spouse or domestic partner, child, parents or grandparents has unexpectedly become seriously ill or has had a serious accident; or

B. An unforeseen occurrence with respect to the employee’s household (e.g. fire, flood or ongoing loss of power). “Household” will be defined as the physical aspects, including pets, of the employee’s residence or vehicle; or

C. The emergency leave benefit must also be available to the employee in the event of inclement weather or natural disaster within the City limits or within the city or county in which the member resides that makes it impossible or unsafe for the employee to physically commute to their normal work site at the start of their normal shift.

The "day" of emergency leave may be used for separate incidents in one (1) hour increments. The total hours compensated under this provision, however, will not exceed eight (8) in a contract year.

15.13 Pay for Deployed Military

A. A bargaining unit member in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as a City employee will receive the difference between one hundred percent (100%) of their City base pay and their military pay (plus adjustments).

City base pay will include every part of wages except overtime.

B. A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted their annual paid military leave benefit and is on unpaid military leave of absence will be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage will be effective for the duration of the employee's active deployment.

15.14 VEBA

1. RETIREMENT VEBA:

Each bargaining unit will conduct a vote to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) to provide post-retirement medical expense benefits to members who retire from City service.

Contributions from Unused Paid Time off at Retirement

A. Eligibility-to-Retire Requirements:
    1. 5-9 years of service and are age 62 or older;
    2. 10-19 years of service and are age 57 or older;
    3. 20-29 years of service and are age 52 or older; or
    4. 30 years of service and are any age

B. The City will provide each bargaining unit with a list of its members who are expected to meet any of the criteria in paragraph A above as of December 31, 2026.

C. If the members of the bargaining unit who have met the criteria described in paragraph A above vote to require VEBA contributions from unused paid time off, then all members of the bargaining unit who are eligible to retire and those who become eligible during the life cycle of this contract will, as elected by the voting members of the bargaining unit:

    1. Contribute 35% of their unused sick leave balance into the VEBA upon retirement; or

2. Contribute 50% of their unused vacation leave balance into the VEBA upon retirement; or
3. Contribute both 35% of their unused sick leave balance and 50% of their unused vacation leave balance upon retirement

Following any required VEBA contribution from a member's unused sick leave, the remaining balance will be forfeited; members may not contribute any portion of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan or receive cash.

D. If the members of the bargaining unit who have satisfied the eligibility-to-retire requirements described in paragraph A above as of December 31, 2026 do not vote to require VEBA contributions from unused sick leave, members may either:

1. Transfer 35% of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan, subject to the terms of the Plan and applicable law; or
2. Cash out their unused sick leave balance at 25% to be paid on their final paycheck.

In either case, the remaining balance of the member's unused sick leave will be forfeited.

2. ACTIVE VEBA:

<u>Contributions from Employee Wages (all regular employees who are part of the bargaining unit)</u>

Each bargaining unit will conduct a vote for all regular employees, as defined in the City's employer personnel manual, to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) for active employees to participate in an Active VEBA. Once they begin participating in the VEBA, employees may file claims for eligible expenses as provided under the terms of the VEBA.

If the bargaining unit votes to require VEBA contributions from employee wages, then all members of the bargaining unit will, as elected by the bargaining unit as to all of its members, make a mandatory employee contribution of one of the amounts listed below into the VEBA while employed by the City:

1. $25 per month, or
2. $50 per month

3. ALLOCATION OF RESPONSIBILITY

The City assumes no responsibility for the tax or other consequences of any VEBA contributions made by or on behalf of any member for either the active or post-retirement options. Each union that elects to require VEBA contributions for the benefit of its members assumes sole responsibility for insuring that the VEBA complies with all applicable laws, including, without limitation, the Internal Revenue Code, and agrees to indemnify and hold the City harmless for any taxes, penalties and any other costs and expenses resulting from such contributions.

4. SABBATICAL LEAVE AND VEBA

Members of a bargaining unit that votes to accept the VEBA **and** who meet the eligible-to-retire criteria are not eligible to cash out their sick leave at twenty-five percent (25%) as a part of their sabbatical benefit. Members who do not meet the eligible-to-retire criteria may cash out their sick leave at twenty-five percent (25%) in accordance with the sabbatical benefit.

15.14.1 Union Leave

Upon written request, a regular employee elected or appointed to a Union office that requires all of their time will be given a leave of absence without pay from work, not to exceed one (1) year, with approval of the appointing authority based on the business needs of the department. The appointing authority will respond to such requests in writing within fourteen (14) calendar days. Should the appointing authority reject a request for Union Leave, the written response will include an explanation of the business need for the denial. Requests for Union Leave will not be unreasonably denied.

Leave may not be approved for more than one (1) employee at a time per Department. To be eligible for union leave under this provision, the employee must not currently be serving a probation or trial service.

A regular employee designated by the Union to serve on official union business that requires a part of their time will be given a leave of absence without pay from work, provided it can be done without detriment to City services and at least forty-eight (48) hours written notice is given to the Director. The employee will not suffer a loss of bargaining unit seniority rights and will accumulate the same during such leave.

The parties agree that at the City’s sole discretion, the leave may be terminated in the event of layoff. The City will provide one month notice before recalling an employee. The parties further agree that the City may at its sole discretion hire term limited temporary employees to backfill for the absent employee.

ARTICLE 16 – HEALTH CARE, DENTAL CARE, LIFE INSURANCE AND LONG-TERM DISABILITY INSURANCE

16.1 Effective January 1, 2023, the City will provide medical, dental, and vision plans (with Kaiser Standard, Kaiser Deductible, Aetna Traditional, Aetna Preventative and Delta Dental Service of Washington as self-insured plans and Dental Health Services and Vision Services Plan) for all regular employees (and eligible dependents) represented by Unions that are a party to the Memorandum of Agreement established to govern the plans. For calendar years 2023, 2024, 2025, and 2026, the selection, addition, and/or elimination of medical, dental, and vision benefit plans and changes to such plans will be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

A. An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in Section 12.1 or similar programs as determined by the Labor-Management Health Care Committee.

16.1.1 The City will pay up to one hundred seven percent (107%) of the average City cost of medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% will be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City will pay 85% of the excess costs in healthcare and the employees will pay 15% of the excess costs in healthcare.

16.1.3 Effective January 1, 1999, a Health Care Rate Stabilization Fund will be established for utilization in the second year of the contract period and beyond with initial funding in the amount of Three Hundred Thousand Dollars ($300,000). The initial funding will be in addition to any excess premium revenues or refunds that may become available and that are placed in the Rate Stabilization Fund. This Rate Stabilization Fund is dedicated to either enhance medical, dental, and vision benefits or help cover related costs.

16.1.4 Employees who retire and are under the age of sixty-five (65) will be eligible to enroll in retiree medical plans that are experience-rated with active employees.

16.1.5 New, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).

16.2 Life Insurance - The Employer will offer a voluntary Group Term Life Insurance option to eligible employees. The employee will pay sixty percent (60%) of the monthly premium and the Employer will pay forty percent (40%) of the monthly premium at a premium rate established by the Employer and the carrier. Premium rebates received by the Employer from the voluntary Group Term Life Insurance option will be administered as follows:

A. Future premium rebates will be divided so that forty percent (40%) can be used by the Employer to pay for the Employer's share of the monthly premiums, and sixty percent (60%) will be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employee's share of the monthly premiums or for life insurance purposes otherwise negotiated.

B. Whenever the Group Term Life Insurance Fund contains substantial rebate monies that are earmarked pursuant to Section 16.2 above to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the Employer will notify the Union of that fact.

C. The Employer will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.

16.3 Long-Term Disability - The Employer will provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The Employer will pay the full monthly premium cost of a Base Plan with a ninety (90)-day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollars ($667) base monthly wage. Employees may purchase, through payroll deduction, an optional Buy-Up Plan with a ninety (90)-day elimination period, which insures sixty percent (60%) for the remainder of the employee's base monthly wage (up to a maximum $8,333 per month). Benefits may be reduced by the employee's income from other sources as set forth in the Plan Description. The provisions of the plan will be further and more fully defined in the Plan Description issued by the Standard Insurance Company.

During the term of this Agreement, the Employer may, at its discretion, change or eliminate the insurance carrier for any of the long-term disability benefits covered by this Section and provide an alternative plan either through self-insurance or another insurance carrier, however, the long-term disability benefit level will remain substantially the same.

The maximum monthly premium cost to the Employer will be no more than the monthly premium rates established for calendar year 2019, for the Base Plan, but not to exceed the maximum limitation on the Employer's premium obligation per calendar year as set forth within this Section.

16.4 Long-term Care - The Employer may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.

16.5 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this Agreement to negotiate the impact will not be to diminish existing benefit levels and/or to shift costs.

16.6 Labor-Management Health Care Committee - Effective January 1, 1999, a Labor-Management Health Care Committee will be established by the parties. This Committee will be responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee will decide whether to administer other City-provided insurance benefits.

ARTICLE 17 – RETIREMENT

17.1 Pursuant to Ordinance 78444 as amended, all eligible employees will be covered by the Seattle City Employees Retirement System.

17.2 Effective January 1, 2017 consistent with Ordinance No. 78444, as amended, the City will implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

ARTICLE 18 – UNION REPRESENTATIVES

18.1 The Executive Director or Union Representative of the Union may, after notifying the Director of Probation Services and Municipal Court Personnel Manager, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances, provided same will not interrupt the Court's operations. Such representative will limit their activities during such investigations to matters relating to this Agreement. Employer work hours will not be used by employees or Union Representatives for the conduct of Union business or the promotion of Union affairs.

18.2 The Executive Director and/or representatives will have the right to appoint a steward at any location where members are employed under the terms of this Agreement. Immediately after appointment of its shop steward(s), the Union will furnish the Director of Probation Services, the Court Personnel Manager, the Court Administrator, and the Director of Labor Relations with a list of those employees who have been designated as shop stewards. Said list will be updated as needed. The steward will see that the provisions of this Agreement are observed and will be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay; provided however, the work of the Court is not interrupted. This will not include processing grievances at Step 4 of the grievance procedure enumerated in Article 7 of this Agreement. Under no circumstances will shop stewards countermand orders of or directions from Municipal Court officials or change working conditions.

18.3 Any charges by management that indicate that a shop steward or Union Representative is spending an unreasonable amount of time in handling grievances or disputes or performing other duties for the Union will be referred to the Seattle Human Resources Director or a designee for discussions with the Executive Director or designee. The Employer will have the right to require the Union to refrain from excessive activities, or if after discussion with the Executive Director or designee, the shop steward or Union representative continues to spend an unreasonable amount of time handling grievances and disputes, management may require written authorization from the steward's supervisor for these activities.

18.4 Where allowable and after prior arrangements have been made, the Employer may make available to the Union, meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the Court.

ARTICLE 19 – SAFETY STANDARDS

19.1 All work will be done in a competent and safe manner, and in accordance with the State of Washington Safety Codes. Where higher standards are specified by the Employer than called for as minimum by state codes, Employer standards will prevail.

19.2 At the direction of the Employer, it is the duty of every employee covered by this Agreement to comply with established Safety rules, promote safety and to assist in the prevention of accidents. All employees covered by this Agreement are expected to participate and cooperate in the overall Safety Program of the Court.

19.3 The Employer will provide safe working conditions in accordance with W.I.S.H.A. and O.S.H.A.

19.4 The City shall follow OSHA/WISHA guidelines and recommendations in order to create written worksite safety plans to prevent heat-related illness and ensure emergency preparedness for employees in the event of extreme outdoor heat.

19.5 Ergonomic Assessment – At the request of the employee, the Employer will ensure that an ergonomic assessment of the employee's workplace is completed in City facilities. Solutions to identified issues/concerns will be implemented within available resources.

19.6 Employee-elected members of the departmental safety committee will attend such safety committee meetings with no loss in pay.

19.6.1 Air Quality Assessment - Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with the safety committee section above.

19.6.2 Pandemic Health and Safety - The City will follow guidelines as set by the CDC and local Public Health entities with regard to any pandemic or disease outbreak.

19.4.1 The Union will be notified in advance and included in any processes that are used by the City to determine employee membership on all departmental, divisional, and sectional Safety Committees. Union notification and engagement protocols will be facilitated through departmental labor management committees.

19.5 The City and the Union are committed to maintaining a safe work environment. The City and the Union will determine and implement mechanisms to improve effective communications between the City and the Union regarding safety and emergency-related information. The City will communicate emergency plans and procedures to employees and the Union.

19.6 The Court will provide self-defense and de-escalation training twice per calendar year for employees.

ARTICLE 20 – HOURS OF WORK AND OVERTIME

20.1 Normally, full-time employees will be scheduled to work forty (40) hours per week. Part-time positions of between twenty (20) and forty (40) hours may be established by the Employer. Work will be scheduled on the basis of five (5) day, forty (40) hour per week schedules; four (4) day, forty (40) hour per week schedules; or such other schedules as established by or agreed to by the Employer. Upon approval by the Employer, an employee's schedule may be revised. When the Employer determines to change work schedules and hours of work, notice of changes will be provided to affected employees prior to implementation when possible. The Employer will make a good faith effort to discuss changes in employees' work schedules and hours of work prior to implementation. The Court will not reduce a regular employee's hours as a means of and/or in lieu of addressing disciplinary matters.

20.2 Employees who are directed, by the Director of Probation Services or their designee, to work beyond their normal work schedule hours resulting in work in excess of forty (40) hours in a seven (7) day work week, will be paid for such overtime work at the rate of time and one-half (1-1/2) of the employee's hourly rate of pay.

20.3 When a work schedule vacancy or absence occurs in the jail in a position with the title of Probation Counselor - Assigned Personal Recognizance, the schedule will be assigned in the following manner:

A. Permanent Part-time Vacancy - Part-time Probation Counselors -Assigned Personal Recognizance will be given the opportunity to indicate an interest in the vacant work schedule prior to the Department advertising the vacancy. The Director of Probation Services or designee will assign the most senior employee indicating an interest for that schedule unless the Director or designee provides reason for not doing so in writing. Seniority will be based on the employee's service in Probation Services.

B. Scheduled Temporary Absence - Part-time Probation Counselors - Assigned Personal Recognizance will be given the opportunity to volunteer to fill in for any scheduled temporary absence. The Director of Probation Services or designee will assign the most senior employee volunteering for that schedule unless the Director or designee provides reason for not doing so in writing. Seniority will be based on the employee's service in Probation Services. If there are no volunteers, the least senior employee will be directed to fill in for the temporary absence; however, discussion among the employees may result in an alternative mutually acceptable plan for covering for the absence.

C. Unplanned Temporary Absence - When an unplanned absence occurs, and there is not sufficient time to use the process described in 16.3B, the part-time Probation Counselors - Assigned Personal Recognizance will be contacted in their order of seniority, with the most senior being contacted first. If there are no volunteers, the unit supervisor has the right to staff the shift to insure coverage.

20.4 Employees working at least an eight (8) hour day will be allowed a fifteen (15) minute rest period during each half of their workday. Employees working at least four (4) hours but less than eight (8) hours in a workday will be allowed one fifteen (15) minute rest period during the workday.

20.5 Employees working at least an eight (8) hour day will be allowed an unpaid meal period of not less than thirty (30) minutes.

20.6 A. Meal Reimbursement – Effective upon ratification of this Agreement by both Parties, when an employee is specifically directed by the Employer to work two (2) hours or longer at the beginning or end of their normal eight (8) hour work shift or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from their place of residence as a result of such additional hours of work, the employee will be reimbursed for the "reasonable cost" of such meal in accordance with Ordinance 111768. In order to receive reimbursement, the employee must furnish the Employer with a dated original itemized receipt from the establishment for said meal no later than the beginning of their next regular shift; otherwise, the employee will be paid a maximum twenty dollars ($20.00) in lieu of reimbursement for the meal.

B. To receive reimbursement for a meal under this provision the following rules will be adhered to:

1. Said meal must be eaten within a reasonable time after completion of the overtime work. The meal allowance benefit cannot be saved and claims then made for meals consumed at some later date.

2. In determining "reasonable cost," the following will also be considered:

   a. The time period during which the overtime is worked;
   b. The availability of reasonably priced eating establishments at that time and
   c. The employee’s dietary needs

3. The Employer will not reimburse for the cost of alcoholic beverages.

C. In lieu of any meal compensation as set forth within this Section, the Employer may, at its discretion, provide a meal.

D. When an employee is called out to the field or city facility in an emergency to work two (2) hours or longer of unscheduled overtime immediately before or after their normal eight (8) hour work shift, said employee will be eligible for meal reimbursement pursuant to Sections 16.6A, 16.6B, and 16.6C; provided, however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, effective upon ratification of this Agreement by both Parties, the employee will be paid a maximum of twenty dollars ($20.00) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours will be without compensation.

20.7 Subpoena Callback – In the event that all of the following conditions are met, full-time employees will receive a minimum of two hours pay at overtime rates, or an equivalent amount of compensatory time at the employee's option, when the employee appears in court pursuant to a subpoena:

- When a court appearance is being scheduled, the employee notifies the court of their regular day off and asks the court to schedule the court appearance for a day other than the employee's regularly scheduled day off;

- If the employee is not present in court when the date is set, the employee notifies the attorney issuing the subpoena of their regular day off and asks the attorney to schedule the court appearance for a day other than the employee's regularly scheduled day off;

- The employee is subpoenaed to appear in court on their regular day off despite these efforts;

- The employee makes a good faith effort to switch their day off to accommodate the subpoena, but is unable to do so due to personal commitments or staffing constraints;

- The employee reports to their immediate supervisor that all of the above conditions have been met and obtains the supervisor's approval for the overtime/compensatory time; and

- The employee comes to work on their day off in response to a subpoena.

20.8 Alternative Work Arrangements – Recognizing the benefits of work/life balance and reducing the impact of commuting during peak times, the Court encourages alternative work arrangements (AWA). An AWA is flextime, compressed workweek and work arrangement that differs from the Court's core operating hours of Monday-Friday 8:00 am to 5:00 pm. In keeping with this, each division will develop and implement AWAs based on employee interest and the business needs of the Court. Implementation of an AWA work schedule for a work unit will be subject to consultation and agreement with the Union. AWAs are not an employee right and individual requests may be approved, denied or discontinued at management's discretion. When denying or discontinuing an AWA, management will provide a written explanation to the employee. Requests will be considered in an equitable and reasonable manner.

20.9 Telecommuting - Telecommuting is an arrangement in which the employee's job duties may be performed at an alternative worksite, such as the employee's residence or a satellite office located closer to the employee's residence than the primary worksite where the employee is regularly assigned.

Nothing in this article will abridge the Employer's rights enumerated within this Agreement.

Telework is recognized by the City and its employees as a practical, feasible and durable work alternative when it benefits the City of Seattle in one (1) or more of the following ways:

A. Maintains and enhances the delivery and resilience of City services;
B. Improves employee effectiveness, productivity and morale;
C. Maximizes utilization of City of Seattle office facilities;
D. Reduces absenteeism;
E. Promotes employee health and wellness, including ergonomic health;
F. Improves employee recruitment and retention;
G. Improves air quality and reduce traffic congestion;
H. Enhances the working life and opportunities of persons with disabilities; and
I. Other reasons as defined by the appointing authority.

Telecommuting Agreement – Telecommuting is encouraged but not mandated for employees, including temporary employees. Each bargaining unit member will have the opportunity to request a Telecommuting Agreement. The bargaining unit member must submit the request in writing to the City.

The City and the bargaining unit member will evaluate the feasibility of the request through an interactive process consistent with Personnel Rule 9.2. The

City will consider all information provided by the bargaining unit member, including but not limited to health and safety, child care, elder care and other family care, equity and transportation needs in making the decision.

When reporting to a primary worksite is required by an “in-office” weekly minimum policy, four hours work shall constitute an “in office” shift and the minimums may be met based on an average within a pay period. “In office” will include field work such as, but not limited to, inspections, public meetings, trainings, events and work at City designated facilities, provided the employee is in paid status and performing work on behalf of the City.

The employee shall report to the employing unit's primary worksite for public-facing services when so directed.

The employee shall take reasonable precautions to protect City owned equipment, if any, from theft, damage, or misuse. It remains the employer’s responsibility to insure equipment used for approved telecommuting purposes.

The decision of whether or not to grant a Telecommuting Agreement must be stated in writing and must include the reason(s) for the denial or approval, Supervisors will add information about telecommute eligibility to position descriptions and job postings.

Working relationship between supervisor and employee, negative performance reviews and/or employee disciplinary history unrelated to telework may not be considered as the sole basis for denial of a telecommuting request unless the City has documented a nexus between the performance/discipline and the remote work request.

Denied requests will be reported to the union. the bargaining unit member will have the opportunity to request a reconsideration of a denial to the next level of management

Changes to agreed Telecommuting Agreements – Bargaining unit members approved for remote work acknowledge and recognize that business and/or employee needs arise that may necessitate a temporary deviation from an approved Telecommuting Agreement, the City or bargaining unit member shall provide as much advance notice as possible, alternative deviations may be considered and such deviations, whenever possible, should be infrequent. The terms and conditions of individual remote work agreements shall be set forth in completed and signed remote work agreements with a copy provided to the Union.

The City or the bargaining unit member may terminate a Telecommuting Agreement, in writing, with a minimum advance notice of thirty (30) calendar

days. When the City terminates a Telecommuting Agreement, the member must receive written notification stating the reason(s) for the termination. Upon receiving written notification of termination, the member may appeal the termination of the schedule to the department head. The bargaining unit member may have a union representation during an appeal meeting.

ARTICLE 21 – BULLETIN BOARDS

21.1 The Employer will provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining units; provided, however, that said space will not be used for notices that are political in nature. All material posted will be officially identified as Professional and Technical Employees. A copy of all material to be posted will be provided to the Probation Services Director and the Court Personnel Manager prior to posting.

ARTICLE 22 – GENERAL CONDITIONS

22.1 Employment Status - Pursuant to City Charter and City ordinance at SMC 4.13, employees of the Municipal Court in the job classifications covered by this agreement are exempt from all provisions of the City Personnel Ordinance cited at SMC 4.04 and the rules of the Seattle Department of Human Resources regarding employment selection, discipline, termination and appeals through the Civil Service Commission. Nothing in this Agreement will be construed to grant any employment right or benefit to employees in these classifications from which they are exempt by ordinance. Employees will be appointed and removed at the sole discretion of the Municipal Court.

22.2 Personnel Files - Employees will have the right to inspect their personnel files per the terms and conditions of RCW 49.12.240 and .250. They will have rights to request removal of documents and to insert rebuttal information when such removal request is denied.

22.3 Employee Defense - Employees will have rights to consideration for defense by the City Attorney in litigation arising from their conduct, acts, or omissions in the scope and course of their City employment by the terms allowing such defense as provided in SMC Chapter 4.64. Issues arising out of application of this Municipal Code provision will not be a proper subject for the grievance procedure herein but may be submitted for review by the Employer in its normal process for such review.

22.4 All written policies and procedures addressing working conditions enumerated in this Agreement promulgated by the department will be furnished to the Union upon request.

22.5 Transit Passes – The City will provide a transit subsidy consistent with SMC 4.20.370.

22.5.1 Flexcar Program - If the City intends to implement a flexcar program in a manner that would constitute a benefit for any employee(s) represented by a Union that is a member of the Coalition of City Unions, the parties agree to open negotiations to establish the elements of said program that are mandatory subjects of bargaining prior to program implementation.

22.5.2 Public Transportation & Parking - The City will take such actions as may be necessary so that employee costs directly associated with their City employment for public transportation and/or parking in a City owned facility paid through payroll deduction will be structured in a manner whereby said costs are tax exempt, consistent with applicable IRS rules and regulations. Said actions will be completed for implementation of this provision no later than January 1, 2003.

22.5.3 Parking Past Practice - The parties acknowledge and affirm that a past practice will not have been established obligating the City to continue to provide employee parking in an instance where employees were permitted to park on City property at their work location if the City sells the property, builds on existing parking sites, or some other substantial change in circumstance occurs. However, the City will be obligated to bargain the impacts of such changes.

22.6 Alternative Dispute Resolution (ADR) - The City and the Union encourage the use of the City's Alternative Dispute Resolution Program or other alternative dispute resolution (ADR) processes to resolve non-contractual workplace conflicts/disputes. Participation in the program or in an ADR process is confidential and entirely voluntary.

22.7 Correction of Payroll Errors - In the event it is determined there has been an error in an employee's paycheck, an underpayment will be corrected within two pay periods; and, upon written notice, an overpayment will be corrected as follows:

A. If the overpayment involved only one paycheck;

   1. By payroll deductions spread over two pay periods; or

   2. By payments from the employee spread over two pay periods.

B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than Twenty-five Dollars ($25) per pay period.

C. If an employee separates from the City service before an overpayment is repaid, any remaining amount due the City will be deducted from their final paycheck(s).

D. By other means as may be mutually agreed between the City and the employee. The Union Representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

22.8 Ethics and Elections Commission - nothing contained within this Agreement will prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics, including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement, and as such, are not subject to the Grievance procedure contained within this Agreement. Records of any fines imposed or monetary settlements will not be included in the employee's personnel file. Fines imposed by the Commission will be subject to appeal on the record to the Seattle Municipal Court. In the event the employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline will apply. No record of the disciplinary recommendations by the Commission will be placed in the employee's personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.

22.9 Training and Career Development

A. The City and the Union Agree that training and employee career development can be beneficial to both the City and the affected employee. Training, career development, and educational needs may be identified by the City, by employees, and by the Union. The City will provide legally required and City-mandated training. Other available training resources will be allocated in the following order: business needs and career development. The parties recognize that employees are integral partners in managing their career development.

B. Labor-Management Committees per Article 23 will:

1. Review and problem-solve training needs for employees;
2. Determine how employees will be notified in a timely manner about training opportunities; and
3. Discuss how employees will have equal access to appropriate and relevant training.

22.10 Employee Participation in Contract Negotiations - Employee Participation in Contract Negotiations - The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective August 18, 2004, employees who participate in bargaining as part of the Union's bargaining team during the respective employee's work hours will remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

1. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations will not be applicable to this provision;

2. No more than an aggregate of one hundred fifty (150) hours of paid time for negotiation sessions resulting in a labor agreement, including any associated overtime costs, authorized under this provision;

3. If the aggregate of one hundred fifty (150) hours is exceeded, the Union will reimburse the City for the cost of said employee(s) time, including any associated overtime costs.

22.11 Mileage Reimbursement - An employee who is required by the City to provide a personal automobile for use in City business will be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes. The 2024 reimbursement rate is sixty seven cents (0.67¢) for all miles driven. The reimbursement rate is for all miles driven in the course of City business on that day. The cents (¢) per mile mileage reimbursement rate set forth above will be adjusted up or down to reflect the current rate.

22.12 Meal Reimbursement While on Travel Status - An employee will be reimbursed for meals while on travel status at the federal per diem rate. An employee will not be required to submit receipts for meals and may retain any unspent portion of an advance cash allowance for meals.

22.13 When a transfer opportunity becomes available in the bargaining unit, management will send an e-mail to all bargaining unit members describing the transfer opportunity, including a deadline by which employees must express their interest in the opportunity. This does not preclude the Court from transferring employees without sending the e-mail described above when management finds such transfer necessary.

22.14 Public Disclosure Request – The City will promptly notify the affected employee and the union when the City receives a public disclosure request that seeks personal identifying information of an employee such as birthdate, social security number, home address, home phone number. The City will not disclose information that is exempt from public disclosure. This Section will be exempt from Article 6, Grievance Procedure.

ARTICLE 23 – LABOR-MANAGEMENT COMMITTEE

23.1 The Employer and Union agree to hold labor-management meetings as necessary. These meetings will be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this Agreement. Subjects for discussion at labor-management meetings during the term of this Agreement will be as agreed by the parties. The Union will be permitted to designate members and/or stewards to assist its Union Representatives in such meetings. The purpose of labor-management meetings is to deal with matters of general concern to the Union and management.

23.1.1 Inter department Labor-Management Committees will be a forum for addressing workplace issues that affect more than one City department. Membership will be made up of management from the affected departments. Labor Relations, PROTEC17 Union Representatives, and employees/stewards from the participating departments.

23.1.2 Intra department Labor-Management Committees will be a forum for addressing issues in the Municipal Court. Membership will be made up of management, Labor Relations, PROTEC17 Union Representatives, and employees/stewards. This committee will also be the vehicle that charters Employee Involvement Committees.

23.1.3 Work Unit Labor-Management Committees will be a forum for addressing issues that affect a work unit in the Municipal Court. Membership will be made up of management, Labor Relations, PROTEC17 Union Representatives and employees/stewards.

Note: 19.1.1, 19.1.2, and 19.1.3 may include Union Representatives from other Unions.

23.2 The Labor Management Leadership Committee will be a forum for communication and cooperation between labor and management to support the delivery of high-quality, cost-effective service to the citizens of Seattle while maintaining a high-quality work environment for City employees.

The management representatives to the Committee will be determined in accordance with the Labor-Management Leadership Committee Charter. The Coalition of the City Unions will appoint a minimum of six (6) labor representatives and a maximum equal to the number of management representatives on the Committee. The Co-Chairs of the Coalition will be members of the Leadership Committee.

23.3 Labor and management support continuing efforts to provide the best service delivery and the highest quality service in the most cost-effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing work place issues, including administrative and service delivery productivity, efficiency, quality controls, and customer service.

Labor and management agree that in order to maximize participation and results from the Employee Involvement Committees ("EICs") no one will lose employment or equivalent rate of pay with the City of Seattle because of efficiencies resulting from an EIC initiative.

In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate their rights under this employment security provision.

ARTICLE 24 – SUBORDINATION OF AGREEMENT

24.1 It is understood that the parties hereto and the employees of the Employer are governed by the provisions of applicable federal law, City Charter, and state law. When any provisions thereof conflict with or are different than the provisions of this Agreement, the provisions of said federal law, City Charter, or state law are paramount and will prevail.

24.2 It is also understood that the parties hereto and the employees of the Employer are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE 25 – SAVINGS CLAUSE

25.1 If an article of this Agreement or any addenda thereto is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any article is restrained by such tribunal, the remainder of this Agreement and addenda will not be affected thereby, and the parties will enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

25.2 If the City Charter is modified during the term of this Agreement and any modifications thereof conflict with an express provision of this Agreement, the Employer and/or the Union may reopen, at any time, for negotiations of the provisions so affected.

ARTICLE 26 – ENTIRE AGREEMENT

26.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement will add to or supersede any of its provisions.

26.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter, whether or not specifically referred to or covered in this Agreement.

ARTICLE 27 – TERM OF AGREEMENT

27.1 Upon execution by both parties or January 1, 2023, whichever is later, this Agreement will become effective and will remain in effect through December 31, 2026.

27.2 In the event that negotiations for a new Agreement extend beyond the anniversary date of this Agreement, the terms of this Agreement will remain in full force and effect until a new Agreement is consummated or unless, consistent with RCW 41.56.123, the City serves the Union with ten (10) days' notification of intent to unilaterally implement its last offer and terminate the existing Agreement.

The Mayor hereby agrees only to those provisions that are related to wages and wage-related benefits. The Presiding Judge hereby agrees only to those provisions that are not related to wages or wage-related benefits.

PROTEC17

By _____
Karen Estevenin, Executive Director
PROTEC17

Date _____

By _____
Steven Pray, Union Representative
PROTEC17

Date _____

By _____
Jennifer Goodwin,
Bargaining Committee Member

Date _____

By _____
Todd Sanders,
Bargaining Committee Member

Date _____

CITY OF SEATTLE
Executed under authority of

Ordinance _____.

By _____
Mayor Bruce Harrell

Date _____

By _____
Presiding Judge Faye Chess

Date _____

By _____
Jeff Clark Labor Negotiator

Date _____

By _____
Shaun Van Eyk,
Director of Labor Relations

Date _____

By _____
Teodor Radauceanu,
Bargaining Committee Member

Date _____

By _____
Jennifer Peirce,
Bargaining Committee Member

Date _____

PROTEC17, PROBATION COUNSELORS UNIT

APPENDIX A

The classifications and corresponding rates of pay covered by this Agreement are as follows:

Section 1. Hourly Base Wage Rates as of January 4, 2023:

	Step 1	Step 2	Step 3	Step 4	Step 5
Probation Counselor - Assigned Personal Recognizance	$42.05	$43.73	$45.36	$47.12	$49.05
Probation Counselor I	$44.52	$46.27	$48.09	$49.98	$51.98
Probation Counselor II	$47.44	$49.31	$51.39	$53.23	$55.18

Section 2. Hourly Base Wage Rates as of January 3, 2024:

	Step 1	Step 2	Step 3	Step 4	Step 5
Probation Counselor - Assigned Personal Recognizance	$43.94	$45.69	$47.40	$49.24	$51.25
Probation Counselor I	$46.53	$48.35	$50.25	$52.23	$54.32
Probation Counselor II	$49.58	$51.53	$53.70	$55.63	$57.66

Effective January 4, 2025, wages will be increased 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2021 through June 2022 to the period June 2023 through June 2024, minimum 2%, maximum 4%.

Effective January 10, 2026, wages will be increased 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2024 through June 2025, minimum 2%, maximum 4%.

APPENDIX B

JANUS MOU

The following MOU attached hereto as Appendix B and signed by the City of Seattle and the Coalition of City Unions ("Parties"), is adopted and incorporated as an Appendix to this Agreement to address certain matters with respect to membership and payroll deductions after the U.S. Supreme Court's decision in Janus v. AFSCME. The Agreement is specific and limited to the content contained within it. Nothing in the MOU is intended, nor do the Parties intend, for the MOU to change the ability to file a grievance on any matter of dispute which may arise over the interpretation or application of the collective bargaining agreement itself. Specifically, nothing in the MOU is it intended to prevent the filing of a grievance to enforce any provision of Article 3, Union Membership and Dues. Any limitations on filing a grievance that are set forth in the MOU are limited to actions that may be taken with respect to the enforcement of the MOU itself, and limited specifically to Section B of the MOU.

MEMORANDUM OF UNDERSTANDING

By and Between

THE CITY OF SEATTLE

And

COALITION OF CITY UNIONS

(Amending certain collective bargaining agreements)

Certain Unions representing employees at the City of Seattle and the Seattle Municipal Court have formed a coalition (herein referred to as "Coalition of Municipal Court Unions,) to collectively negotiate the impacts of the *Janus v. AFSCME* Supreme Court decision and other conditions of employment with the City of Seattle (herein referred to as "City;" together the City and this Coalition of City Unions shall be referred to as "the Parties"); and

This Coalition of Municipal Court Unions for the purpose of this Memorandum of Understanding (MOU) shall include the following individual Unions, provided that the named Unions are also signatory to this MOU: the Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 763; the Seattle Municipal Court Marshals' Guild.

Background

In June of 2018, the United States Supreme Court issued the *Janus v. AFSCME decision.*

In response to this change in circumstances, this Coalition of City Unions issued demands to bargain regarding the impacts and effects of the *Janus v. AFSCME* Supreme Court decision.

Included in the Parties collective bargaining agreements is a subordination of agreement clause that in summary states, *It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, City Charter, and state law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal law, City Charter, or state law are paramount and shall prevail.*

The parties have agreed to engage in negotiations over the impacts and effects of this change in circumstances to reflect compliance with the *Janus v. AFSCME* Supreme Court decision.

Agreements

Section A Amended Union Dues and Membership Language

The Parties agree to amend and modify each of the Parties' collective bargaining agreements as follows:

Article X - Union Engagement and Payroll Deductions

The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The performance of this function is recognized as a service to the Union by the City and The City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only. The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from Union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit. The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement. At least five (5)working days before the date of the NEO, the City shall provide the Union with a list of names of their bargaining unit attending the Orientation.

The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

New Employee and Change in Employee Status Notification: The City shall supply the Union with the following information on a monthly basis for new employee's: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.

Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of their dues authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the union that the terms of the employee's authorization regarding dues deduction revocation have been met. The City will refer all employee inquiries or communications regarding union dues to the appropriate Union.

Section B. Agreement on Impacts of the *Janus v. AFSCME* Supreme Court Decision

The Parties further agree:

1. Member Training: During each year of this agreement a Union's principal officer may request that Union members be provided with at least eight (8) hours or one (1) day, whichever is greater, of paid release time to participate in member training programs sponsored by the Union. The Parties further agree that the release of employees shall be three (3) employee representatives per each Union in an individual Department; or two percent (2%) of a single Union's membership per each department, to be calculated as a maximum of two percent (2%) of an individual Union's membership in that single department (not citywide), whichever is greater. The approval of such release time shall not be unreasonably

denied for arbitrary and/or capricious reasons. When granting such requests, the City will take into consideration the operational needs of each Department. At its sole discretion, the City may approve paid release time for additional employee representatives from each Department on a case-by-case basis.

2. The Unions shall submit to the Office of Labor Relations and the Department as far in advance as possible, but at least fourteen (14) calendar days in advance, the names of those members who will be attending each training course. Time off for those purposes shall be approved in advance by the employee's supervisor.

3. New Employees: The City shall work with the Seattle Department of Technology to develop an automated system to provide the Union with the following information within ten (10) working days after a new employee's first day of work: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate, FTE status. Until the process has been automated the departments may provide the Union notice at the same time the department notifies SDHR benefits, by sending an email to the Union providing the notice of hire. Upon automation departments may elect to not provide notice to the Unions and official notice will only be given by SDHR. The Parties agree to continue to work with departments to provide notice of new hires to the Union no later than 10 working days from the employee first day of work.

4. This agreement is specific and limited to the referenced demand to bargains and the associated negotiations related to the impacts regarding the *Janus v. AFSCME* decision and sets no precedent or practice by the City and cannot be used or introduced in any forum or proceeding as evidence of a precedent or a practice.

5. Issues arising over the interpretation, application, or enforceability of the provisions of this agreement shall be addressed during the Coalition labor management meetings and shall not be subject to the grievance procedure set forth in the Parties' collective bargaining agreements.

6. The provisions contained in "Section B" of this MOU will be reviewed when the current collective bargaining agreements expire. The Parties reserve their rights to make proposals during successor bargaining for a new agreement related to the items outlined in this MOA.

7. This Parties signatory to this MOU concur that the City has fulfilled its

bargaining obligations regarding the demand to bargains filed as a result of the *Janus v. AFSCME* Supreme Court decision.

FOR THE CITY OF SEATTLE:

~~Susan McNab~~, Bobby Humes
Interim Seattle Human Resources Director

Ed McKenna
Presiding Judge, Seattle Municipal Court

Laura A. Southard,
Deputy Director/Interim Labor Relations Director

SIGNATORY UNIONS:

Scott Fuquay, President
Seattle Municipal Court Marshals' Guild
IUPA, Local 600

~~Amy Bowles~~, Union Representative
PTE, Local 17
Professional, Technical, Senior Business, Senior Professional Administrative Support

Coalition of Municipal Court Unions
Memorandum of Understanding

4

Scott A. Sullivan, Secretary-Treasurer
Teamsters, Local 763; Municipal Court

Steven Pray, Union Representative
PTE, Local 17
Professional, Technical, Senior Business, Senior Professional Administrative Support, & Probation Counselors

APPENDIX C

WORK LIFE SUPPORT COMMITTEE (WLSC)

Side Letter of Agreement – WLSC

1) Purpose. The Work/Life Support Committee (WLSC) will be a citywide Labor Management Committee to promote an environment for employees that supports and enhances their ability to meet their responsibilities as employees of the City of Seattle and support their work life balance. The WLSC may provide recommendations to the Mayor and City Council on programs and policies that further support the work life balance.

2) Workplan. The WLSC will develop an annual workplan to identify programs and policies that promote a work life balance for city employees. These may include, but are not limited to, dependent care subsidy/support program for eligible employees, enhancing alternative work arrangements, flexible work hours, job sharing, on-site/near site child care, expanding definition of family for access to leave benefits, shift swaps, resource and referral services, emergency leave, and back-up care. This committee may conduct and make recommendations no later than March 31 of each year.

3) Membership. The membership of WLSC will be made up of the Mayor or designee, the Director of Labor Relations or designee, up to five Directors or designee from city departments, members designated by the Coalition of City Unions at equal numbers as the management representatives. If a CCU designee is a city employee, they will notify their supervisor and management will not unreasonably deny the participation on paid release time on the WLSC.

4) Meetings. The WLSC will meet at least four (4) times per calendar year. The WLSC may meet more frequently if necessary if all parties agree.

5) Additional Resources. The WLSC may establish workgroups that include other department representatives and/or subject matter experts. These subcommittees will conform with rules established by the WLSC.

6) The WLSC and its subcommittee(s) will not have the authority to change, amend, modify or otherwise alter collective bargaining agreements.

AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

LiUNA, LOCAL 242

UNIT:

RECREATION LEADERS, RECREATION ATTENDANTS AND LIFEGUARDS IN THE SEATTLE DEPARTMENT OF PARKS AND RECREATION

Effective through January 1, 2023, through December 31, 2026

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PREAMBLE

THIS AGREEMENT is between the CITY OF SEATTLE (hereinafter called the City) and LiUNA, Local 242 (hereinafter called the Union), for the purpose of setting forth the mutual understanding of the parties regarding wages, hours, and other conditions of employment of those employees in the Seattle Department of Parks and Recreation in classifications for whom the City has recognized the Union as the exclusive collective bargaining representative pursuant to Public Employment Relations Commission decision #3664-PECB.

ARTICLE 1 -- RECOGNITION, BARGAINING UNIT, AND TEMPORARY EMPLOYMENT

1.1 The City recognizes the Union as the exclusive collective bargaining representative for the purpose stated in RCW 41.56 for the bargaining unit defined to include the job titles listed in Appendix A as certified by the Public Employment Relations Commission in decision number 3664-PECB and Appendix B and excluding supervisors, confidential employees, and all other employees of the City. Employees in the job titles of the bargaining unit as defined shall be employed subject to the terms and conditions of this Agreement.

1.1.1 The term "employee" shall be defined to include probationary employees, regular employees, full-time employees, part-time employees, and temporary employees not otherwise excluded or limited in the following Sections of this Article.

1.1.2 The term "probationary employee" shall be defined as an employee who is within the employee's first twelve (12) month trial period of employment following the employee's initial regular appointment within the classified Civil Service.

1.1.3 The term "regular employee" shall be defined as an employee who has successfully completed a twelve (12) month probationary period and who has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.

1.1.4 The term "full-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule of forty (40) hours per week.

1.1.5 The term "part-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule averaging at least twenty (20) hours but less than forty (40) hours per week.

1.1.6 The terms "temporary employee" and "temporary worker" shall be defined to include both temporary and less than half time employees, and means a person who is employed in a temporary assignment defined as one of the following types:

A. Position Vacancy - An interim assignment(s) for up to one (1) year to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent; or

B. Incumbent Absence - An interim assignment for up to one (1) year to perform work associated with a regularly budgeted position when the incumbent is temporarily absent; or

C. Short-term Assignment - An assignment for up to one (1) year, to perform work in response to emergency or unplanned needs such as peak workload, special project, or other short-term work that does not recur and does not continue year-to-year; or

D. Less than Half-time Assignment - For seasonal, on-call, intermittent or regularly scheduled work that normally does not exceed one thousand forty (1040) hours in a year, except as provided by Personnel Rule 11; or

E. Term-limited Assignment: An assignment to perform time-limited work of more than one (1) but less than three (3) years for:

1. Special time-limited project work that is clearly outside the routine work performed in the department and that requires skills and qualifications that are not typically used by the department; or
2. Replacement of a regularly appointed employee who is assigned to special term-limited project work; or
3. Replacement of a regularly appointed employee whose absence of longer than one (1) year is due to disability time loss, military leave of absence, or authorized absence for medical reasons. Temporary workers in the following types of assignments shall cease receiving premium pay at the time indicated and begin receiving wage progression and benefits as provided in SMC 4.20.055 D; or
4. Replacement of a regularly appointed employee who has been released for union leave pursuant to Article 8.5

1.1.7 Interim and short-term assignments after one thousand forty (1040) regular straight time hours for the remainder of the assignment, unless the Seattle Human Resources Director determines that the assignment will terminate so imminently that the benefits package would be of minimal value to the worker.

1.1.8 Term-limited assignments starting with the first day and for the duration of the assignment.

1.1.9 Any assignment that the appointing authority has proposed be converted to regular position authority regardless of the number of hours worked.

1.1.10 The term "interim basis" shall be defined as an assignment of a regular or probationary employee or employees to fill a vacancy in a budgeted position for a short period while said position is waiting to be filled by a regularly appointed employee.

1.2 Temporary employees shall be exempt from all provisions of this Agreement; except, temporary employees who have worked at least one hundred forty- four (144) hours in a calendar year shall be subject to the terms and conditions of this Agreement as follows, beginning with the first day of the pay period following the attainment of this threshold number of hours: Sections 1.2; 1.2.1; 1.2.2; 1.2.2.1; 1.2.2.2; 1.2.3; 1.2.3.1; 1.2.4; 1.2.5 (only applies if Temporary Employees are benefited); 1.2.6; 1.2.7; 1.2.8 (only applies if Temporary Employees are benefited); 1.2.9; 1.2.10; 1.2.11; 1.2.12; 1.2.13; 1.2.14; Article 3, Union Dues; Sections 4.1; 4.1.1; 4.1.2; 4.1.3; 4.2.10; Article 5 (except Sections 5.4; 5.6; 5.7; 5.8); Section 8.2 for temporary employees as defined under Sections 1.1.6.A-through 1.1.6.C and Section 1.1.6.E; Section 14.1; 14.6; and Article 20, Grievance Procedure; provided, however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section. Where the provisions in Personnel Rule 11 do not conflict with the expressed provisions of this Agreement, the Personnel Rule 11 shall apply and be subject to the grievance procedure as provided for in Article 20.

1.2.1 Temporary employees who are not in benefits-eligible assignments shall be paid for all hours worked at the first pay step of the hourly rates of pay set forth within the appropriate Appendix covering the classification of work in which the employee is employed; provided, however, at the discretion of the department director, and under the authority of special ordinance allowing same, temporary employees in the job titles covered by this Agreement may be hired in at any one of the steps of the salary range applicable to the title. Temporary employees who are in a benefits-eligible assignment shall receive step increases consistent with Article 4.2.1, 4.2.4 and 4.2.5.

1.2.2 <u>Premiums Applicable Only to City of Seattle Temporary Employees who are not in benefits-eligible assignments</u> - Each temporary employee shall receive premium pay as hereinafter set forth based upon the corresponding number of cumulative non-overtime hours worked by the temporary employee unless the employee is in a benefits-eligible assignment:

A...0001st hour through 0520th hour……5% premium pay

B...0521st hour through 1,040th hour…..10% premium pay

C...1,041st hour through 2,080th hour….15% premium pay (If an employee worked 800 hours or more in the previous twelve [12] months, they shall receive twenty percent [20%] premium pay.)

D...2,081st hour + 20% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty-five percent [25%] premium pay.)

E. The appropriate percentage premium payment shall be applied to all gross earnings.

1.2.2.1 Once a temporary employee reaches a given premium level, the premium shall not be reduced for that temporary employee as long as the employee continues to work for the City without a voluntary break in service as set forth within Section 1.2.8. Non-overtime hours already worked by an existing temporary employee shall apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the City may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.

1.2.2.2 The premium pay in Section 1.2.2 does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage shall be added on to the premium pay percentages for the temporary employee to whom it applies.

1.2.3 Medical, Dental and Vision Coverage to Temporary Employees who are not in Benefits-Eligible Positions - Once a temporary employee has worked at least one thousand forty (1,040) cumulative non-overtime hours and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, the employee may within ninety (90) calendar days thereafter elect to participate in the City's medical, dental and vision insurance programs by agreeing to pay the required monthly premium. To participate, the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or the City, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. After meeting the requirements stated in this Section, a temporary employee shall also be allowed to elect this option during any subsequent open enrollment period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion shall be dropped from City medical, dental and vision coverage and shall not be able to participate again while employed by the City as temporary unless the employee is converted from receiving premium pay to receiving benefits. If a temporary employee's hours of work are insufficient for their pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

1.2.3.1 Cumulative sick leave computed at the same rate and with all benefits and conditions required by Seattle Municipal Code 14.16 and other applicable laws such as RCW 49.46.20 shall be granted to all temporary employees not eligible for fringe benefits pursuant to SMC 4.20.055 (C.

1.2.4 Holiday Work For Non-Benefits-Eligible Temporary Employees - A temporary employee who works on any of the specific calendar days designated by the City as paid holidays shall be paid at the rate of one and one-half (1 1/2) times the employee's regular straight-time hourly rate of pay for hours worked during the employee's scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1 1/2) times the employee's regular straight-time rate of pay shall apply to those temporary employees who work on the weekend day specified as the holiday.

1.2.5 Benefits-Eligible Temporary Employee Holiday Pay - A temporary employee shall be compensated at the employee's straight-time rate of pay for all officially recognized City holidays that occur subsequent to the employee becoming eligible for fringe benefits, for as long as the employee remains in such eligible assignment.

A. To qualify for a holiday pay, the employee must be on active pay status the normally scheduled workday before or after the holiday as provided by Section 6.2.

B. Officially recognized City holidays that fall on Saturday shall be observed on the preceding Friday. Officially recognized City holidays that fall on Sunday shall be observed on the following Monday. If the City's observance of a holiday falls on a temporary employee's normal day off, the employee shall be eligible for another day off, with pay during the same workweek.

C. Temporary employees who work less than 80 hours per pay period shall have their holiday pay pro-rated based on the number of straight-time hours compensated during the preceding pay period.

D. A temporary employee shall receive two personal holidays immediately upon becoming eligible for fringe benefits, provided the employee has not already received personal holidays in another assignment within the same calendar year.

E. Personal holidays cannot be carried over from calendar year to calendar year, nor can they be cashed out.

F. A temporary employee must use any personal holidays before the employee's current eligibility for fringe benefits terminates. If an employee requests and is denied the opportunity to use their personal holidays during the eligibility assignment, the employing unit must permit him or her to use and be compensated for the holidays immediately following the last day worked in the assignment, prior to termination of the assignment.

1.2.6 Premium pay set forth within Section 1.2.2 shall be in lieu of the base level of vacation and all other fringe benefits, such as sick leave benefits that exceed legal requirements, holiday pay, bereavement leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 1.2.2.2, 1.2.3, and 1.2.4.

1.2.7 The City may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide all fringe benefits covered by the premium pay set forth within Section 1.2.2 to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 1.2.2 shall no longer be applicable to that particular group of temporary employees. The City, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide paid vacation and/or sick leave benefits to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees without providing other fringe benefits, and in such event the premium pay in Section 1.2.2 shall be reduced by a percentage amount equivalent to the value of vacation and/or sick leave benefits. The applicable amount for base- level vacation shall be recognized as four-point eight one percent (4.81%), which could be higher dependent upon accrual rate increases. The applicable amount for base-level sick leave shall be four-point six percent (4.6%). The City shall not use this option to change to and from premiums and benefits on an occasional basis. The City may also continue to provide benefits in lieu of all or part of the premiums in Section 1.2.2 where it has already been doing so, and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

1.2.8 A temporary employee who is assigned to a benefits eligible assignment will receive fringe benefits in-lieu-of premium pay until the assignment is converted or terminated.

1.2.9 The premium pay provisions set forth within Section 1.2.2 shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement, or failure to return from an unpaid leave. If the temporary employee has not worked for at least one (1) year (12 months or 26 pay periods), it shall be presumed that the employee's break in service was voluntary.

1.2.10 The City may work temporary employees beyond one thousand forty (1,040) regular hours within any twelve (12) month period; provided, however, the City shall not use temporary employees to supplant regular positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 1.2.2 or solely to avoid considering creation of regular positions.

1.2.10.1 In the event that an interim assignment of a temporary employee to a vacant regular position accrues more than one thousand five hundred (1500) hours or accumulates hours in eighteen (18) or more consecutive pay periods, the City shall notify the union that a labor-management meeting shall take place within two (2) weeks for the purpose of discussing the status of filling the vacant position prior to one (1) year.

1.2.11 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a regular position in a step progression pay program without a break in service greater than thirty (30) days shall have the employee's time worked counted towards salary placement provided the service was in a job title corresponding to the same or higher classification in the same series as the regular appointment. In addition, a temporary employee who is in a term-limited assignment shall receive service credit for layoff purposes if the employee is immediately hired (within thirty (30) business days without a break in service) into the same job title and position after the term is completed.

1.2.12 Temporary employees covered by this Agreement are eligible to apply to all positions advertised internally.

1.2.13 A temporary employee who has worked one thousand forty (1040) straight- time hours and is receiving benefits from the City may by mutual agreement be allowed to accrue compensatory time if the work unit in which the temporary employee is assigned has a practice/policy of accruing compensatory time. Scheduling compensatory time shall be by mutual agreement with the supervisor. If the temporary employee does not use his or her accrued compensatory time prior to the termination of the benefits eligible assignment, the compensatory time will be cashed out upon termination of the assignment.

1.2.14 A temporary employee who receives fringe benefits in-lieu-of premium pay may be eligible for the sick leave transfer program.

1.2.15 On an annual basis, the City will provide the Union with a copy of the Temporary Employee Utilization Report.

1.3 The City may establish on-the-job training program(s) in a different classification and/or within another bargaining unit for the purpose of providing individuals an opportunity to compete and potentially move laterally and/or upward into new career fields. Prior to implementation of such a program(s) relative to bargaining unit employees, the City shall discuss the program(s) with the appropriate Union or Unions, and the issue of bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of either party.

1.4 As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or service to the City by various segments of its citizenry. Such programs may result in individuals performing work for the City that is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth training and/or employment programs; adult training and or employment programs; vocational rehabilitation programs; work-study and student-intern programs; court-ordered community service programs; programs to employ developmentally disabled or severely, physically disabled persons known as the "special employment program"; volunteer programs; and other programs with similar purposes. Some examples of such programs already in effect include Summer Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work-Study, Adopt-a-Park, Seattle Conservation Corps, and court-ordered community Service. Individuals working for the City pursuant to such programs shall be exempt from all provisions of this Agreement.

1.4.1 The City shall have the right to implement new public employment programs or expand its current programs beyond what exists as of the effective date of this Agreement, but where such implementation or expansion involves bargaining unit work and results in a significant departure from existing practice, the City shall give thirty (30) days' advance written notice to the Union of such and upon receipt of a written request from the Union thereafter, the City shall engage in discussions with the Union on concerns raised by the Union. Notwithstanding any provision to the contrary, the expanded use of individuals under such a public employment program that involves the performance of bargaining unit work within the department beyond what has traditionally existed shall not be the cause of (1) a layoff of regular employees covered by this Agreement, or (2) the abrogation of a regular budgeted full- time position covered by this Agreement that recently had been occupied by a regular full-time employee who performed the specific bargaining unit work now being or about to be performed by an individual under one of the City's public employment programs.

1.5 An employee who is assigned to work out of class from a classification falling under one bargaining unit to another bargaining unit shall remain under the jurisdiction of the initial bargaining unit until such time as the employee is regularly appointed to the position.

ARTICLE 2 -- NON-DISCRIMINATION

2.1 The City and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, sexual orientation, gender identity, veteran status, political ideology, ancestry, or the presence of any sensory, mental, or physical handicap unless based on a bona fide occupational qualification reasonably necessary to the operations of the City.

2.1.1 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to any gender.

2.1.2 Disputes involving this Article must be processed through the appropriate local, state, or federal agency. Such disputes shall not be subject to the grievance procedure contained within this Agreement.

ARTICLE 3 -- UNION ENGAGEMENT AND PAYROLL DEDUCTIONS

3.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Council Union on behalf of the employees involved.

3.1.1 The performance of this function is recognized as a service by the City and the City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only.

3.1.2 The Council agrees to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that arise against the City for deducting dues from Union members pursuant to this Article, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

3.2 The City will provide Council Union's access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into a Council union's bargaining unit.

3.2.1 A Council Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

3.3 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Council Union representative to all employees covered by the Joint Crafts Council collective bargaining agreement.

3.3.1 At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of the bargaining unit members attending the Orientation.

3.4 The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law.

3.5 The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

3.6 New Employee and Change in Employee Status Notification - The City will notify they Union with New Hire information as soon as possible. The City will supply the Union with the following information on a monthly basis for new employees:

A. Name
B. Home address
C. Personal phone
D. Personal email (if a member offers)
E. Job classification and title
F. Department and division
G. Work location
H. Date of hire
I. FLSA status (Hourly or salary)
J. Compensation rate

Upon transition to a new Personnel Management System (Workday) the City agrees to notify the appropriate Union with New Hire information no later than one work week after the employee's first day of work. In the event that transition is delayed or the system is unable to send weekly notification, the Parties agree to meet to discuss an alternative notification process no later than May 1, 2024.

3.6.1 The City shall also notify Unions on a monthly basis regarding employee status changes for employees who have transferred into a bargaining unit position and of any employees who are no longer in the bargaining unit.

3.6.2 For employees who have transferred into the bargaining unit, the City shall supply the Union with the employee's name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.

3.7 Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of the Union dues authorization rules.

3.7.1 Every effort will be made by the City to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the Union that the terms of the employee's authorization regarding dues deduction revocation have been met.

3.7.2 The City will refer all employee inquiries or communications regarding union dues to the Union.

See also Appendix C

ARTICLE 4 -- CLASSIFICATIONS AND RATES OF PAY

4.1 The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth within Appendix "A" and “B” attached hereto and made a part of this Agreement.

4.1.1 Effective January 4, 2023, the base wage rates, as displayed in the Appendices of this Agreement, will be increased by five percent (5%).

4.1.2 Effective January 3, 2024, the base wage rates, as displayed in the Appendices of this Agreement, will be increased by four and one half percent (4.5%).

4.1.3 Effective January 4, 2025, the base wage rates, as displayed in the Appendices of this Agreement, will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage shall not be less than two percent (2%) nor shall it exceed four percent (4%).

4.1.4 Effective January 10, 2026, the base wage rates, as displayed in the Appendices of this Agreement, will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage shall not be less than two percent (2%) nor shall it exceed four percent (4%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero percent (1.0%) added, not to exceed five percent (5%).

4.1.5 The base wage rates referenced above shall be calculated by applying the appropriate percentage increase to base hourly rates or as otherwise provided for herein. The rates in each Appendix are understood to be illustrative of the increases provided in Articles 4.1.1 through 4.1.4, and any discrepancies shall be governed by those Articles.

4.1.5 Employees will pay the employee portion of the required premium listed as the WA Paid Family Leave Tax and the WA Paid Medical Leave Tax on an employee’s paystub] of the Washington State Paid Family and Medical Leave Program effective December 25, 2019.

4.1.6 Language Premium - Effective December 25, 2019, employees assigned to perform bilingual, interpretive and/or translation services for the City shall receive a two hundred dollar ($200.00) per month premium pay. The City shall ensure employees providing language access services are independently evaluated and approved. The City may review the assignment annually and may terminate the assignment at any time.

4.2 An employee, upon first appointment or assignment shall receive the minimum rate of the salary range fixed for the position as set forth within Appendix “A” and Appendix “B” attached hereto; provided however, appointment may be at a higher step at the discretion of the department director, as allowed by ordinance.

4.2.1 An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section shall be defined in terms of one month's service for each month of full-time employment, including paid absences. This provision shall not apply to temporary employees prior to regular appointment, except as otherwise provided for in Section 1.2.10 and except that step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increment shall not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2088 hours) of actual service, the employee will receive one-step increment in the higher-paid title; provided that the employee has not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class, that were properly paid per Article 5.9 of this Agreement, shall apply toward salary step placement if the employee’s position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

4.2.2 For employees assigned salary steps other than the beginning step of the salary range, subsequent salary increases within the salary range shall be granted after twelve (12) months of actual service from the appointment or increase, then at succeeding twelve (12) month intervals to the maximum of the salary range established for the class.

4.2.3 In determining actual service for advancement in salary step, absence due to sickness or injury or other protected basis for leave under SMC 14.16 or other laws including RCW 49.46.210, for which the employee does not receive compensation may at the discretion of the City be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the City, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this Section, time lost by reason of disability for which an employee is compensated by Industrial Insurance or Charter disability provisions shall not be considered absence. An employee who returns after layoff, or who is reduced in rank to a position in the same or another department, may be given credit for such prior service.

4.2.4 Any increase in salary based on service shall become effective upon the first day immediately following completion of the applicable period of service.

4.2.5 Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase and shall thereafter receive step increases as provided in Section 4.2.1.

4.2.6 Promotions - An employee appointed to a position in a class having a higher maximum salary shall be placed at the step in the new salary range which provides an increase closest to but not less than one salary step over the most recent step received in the previous salary range immediately preceding the promotion, not to exceed the maximum step of the new salary range; and provided further, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "intermittent" or "as needed". However, hours worked out-of-class shall apply toward salary step placement if the employee is appointed to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

4.2.7 An employee demoted because of inability to meet established performance standards from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary step in the lower range determined as follows:

A. If the rate of pay received in the higher class is above the maximum salary for the lower class, the employee shall receive the maximum salary of the lower range.

B. If the rate of pay received in the higher class is within the salary range for the lower class, the employee shall receive that salary rate for the lower class which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class; provided however, the employee shall receive not less than the minimum salary of the lower range.

4.2.8 An employee reduced because of organizational change or reduction in force from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary rate of the lower range which is nearest to the salary rate to which the employee was entitled in the employee's former position without reduction; provided however, such salary shall in no event exceed the maximum salary of the lower range. If an employee who has completed twenty-five (25) years of City service and who within five (5) years of a reduction in lieu of layoff to a position in a class having a lower salary range, such employee shall receive the salary the employee was receiving prior to such second reduction as an "incumbent" for so long as the employee remains in such position or until the regular salary for the lower class exceeds the "incumbent"

rate of pay.

4.2.9 When a position is reclassified by ordinance to a new or different class having a different salary range, the employee occupying the position immediately prior to and at the time of reclassification shall receive the salary rate which shall be determined in the same manner as for a promotion; provided however, if the employee's salary prior to reclassification is higher than the maximum salary of the range for such new or different class, the employee shall continue to receive such higher salary as an "incumbent" for so long as the employee remains in position or until the regular salary for the classification exceeds the "incumbent" rate of pay.

4.2.10 Correction of Payroll Errors - In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two pay periods; and, upon written notice, an overpayment shall be corrected as follows:

A. If the overpayment involved only one paycheck;

1. By payroll deductions spread over two pay periods; or
2. By payments from the employee spread over two pay periods.

B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than twenty-five dollars ($25.00) per pay period.

C. If an employee separates from the City service before an overpayment is repaid, any remaining amount due the City will be deducted from the employee's final paycheck(s).

D. By other means as may be mutually agreed between the City and the employee. The union representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

ARTICLE 5 -- HOURS OF WORK AND OVERTIME

5.1 For all hours worked in excess of forty (40) in a work week, an employee shall be paid at a rate one and one-half (1 1/2) times the base hourly rate of the employee's job title. The seven-day work week shall be defined as beginning on Wednesday and ending at midnight seven days later on Tuesday. Other work weeks of seven consecutive twenty-four (24) hour periods may be defined to accommodate specified schedules but must be defined as such in writing to the employee. There shall be two (2) consecutive days off in a row for regular fulltime employees unless mutually agreed upon by both the employee and the supervisor.

5.1.1 Meal Period - Employees scheduled to work at least a six (6) hour shift shall receive a meal period that shall normally commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's regular shift or when the employee is called in to work on the employee's regular day off. The meal period shall be no less than one-half (1/2) hour nor more than one (1) hour in duration and shall be without compensation.

5.1.1.1 For a shift of six (6) hours, upon request of an employee and agreement by the supervisor, the shift may be scheduled without a meal period.

5.1.1.2 Should an employee be required to work through the scheduled meal period and unable to reschedule the meal period some other time during the shift, all hours worked shall be compensated. In no event will meal periods be scheduled at the end of a shift.

5.1.2 Rest Breaks - Employees scheduled to work at least a seven (7) hour shift shall receive a fifteen (15) minute rest break during the first four (4) hour period of their workday and a second fifteen (15) minute rest break during the second four (4) hour period in their workday. Employees shall be compensated at their prevailing wage rate for time spent while on rest breaks.

5.1.2.1 Employees scheduled to work at least a four (4) hour, but less than seven (7) hour shift shall receive one fifteen (15) minute rest break during the shift if no meal period as provided for in 5.1.1 is scheduled to be taken.

5.1.3 Where work conditions require continuous staffing throughout a work shift for seven (7) consecutive days or more, the City may, in lieu of the meal period and rest periods set forth within Sections 5.1.1 and 5.1.2, provide a working meal period and working rest periods during working hours without a loss in pay so that such periods do not interfere with ongoing work requirements.

5.2 Nothing herein shall be construed to guarantee any employee a number of hours of work.

5.3 Meal Reimbursement - When an employee is specifically directed by the City to work two (2) hours or longer at the beginning or end of the employee's normal work shift away from their place of residence of at least eight (8) hours, or work two (2) hours or longer at the end of the employee's work shift of at least eight (8) hours when the employee is called in to work on the employee's regular day off, or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768, and the employee actually purchases a reasonably priced meal away from his place of residence as a result of such additional hours of work, the employee shall be reimbursed for the "reasonable cost" of such meal in accordance with Seattle Municipal Code (SMC) 4.20.325. In order to receive reimbursement, the employee must furnish the City with a dated original itemized receipt from the establishment indicating the time of the meal no later than the end of the following pay period; otherwise, the employee shall be paid a maximum of twenty dollars ($20.00) in lieu of reimbursement for the meal.

5.3.1 To receive reimbursement for a meal under this provision, the following rules shall be adhered to:

A. Said meal must be eaten within a reasonable time after completion of the overtime work. Meals shall not be saved, consumed, and claimed at some later date.

B. In determining "reasonable cost" the following shall also be considered:

1. The time period during which the overtime is worked; and
2. The availability of reasonably priced eating establishments at that time; and
3. The employee's dietary needs.

C. The City shall not reimburse for the cost of alcoholic beverages.

5.3.2 In lieu of any meal compensation as set forth within this Section, the City may, at its discretion, provide a meal.

5.3.3 Effective upon ratification of this Agreement by both parties, temporary employees shall be eligible for overtime meal reimbursement as provided herein.

5.3.4 Meal reimbursement while on Travel Status - An employee shall be reimbursed for meals while on travel status at the federal per diem rate. An employee will not be required to submit receipts for meals and may retain any unspent portion of an advance cash allowance for meals.

5.4 Compensatory Time off in Lieu of Overtime Pay

A. Compensation for overtime work, by mutual agreement of the department and the employee, may be in compensatory time off in an amount equal to one and one-half (1 1/2) times the number of hours worked.

B. Earned compensatory time may be scheduled off by mutual agreement of the employee and the employee's supervisor.

C. The department will develop a policy to determine the maximum amount of compensatory time that may be accumulated. Such policy may also set a date or time period by which compensatory time will be used and if not used that it will be paid for at the prescribed rate. Effective January 1, 2024, the department compensatory time accrual cap shall be increased from forty (40) hours to eighty (80) hours.

5.5 Notwithstanding the other Sections of this Article, the department may, following consultation and agreement with the Union, implement a four (4) day, forty (40) hour work week. It will be clearly established whether an alternative work schedule is applicable for a temporary employee.

5.5.1 For employees who work a four (4) day, forty (40) hour work week or other alternative work schedule, the following shall apply:

If a holiday is observed on a Saturday or on a Friday that is the normal day off, the holiday will be taken on the last normal workday. If a holiday is observed on a Monday that is the normal day off or on a Sunday, the holiday will be taken on the next normal workday. This schedule will be followed unless the employee and the employee's supervisor determine that some other day will be taken off for the holiday; provided, however, that in such case the holiday time must be used no later than the end of the following pay period. If the holiday falls on a Tuesday, Wednesday or Thursday that is the employee's normal scheduled day off, the holiday must be scheduled off no later than the end of the following pay period.

5.5.2 Employees, including those on alternate work schedules, shall receive eight (8) hours pay per holiday (except as identified in 6.1.2. and 6.2.

5.5.2.1 Employees working an alternate work schedule during a holiday work week are permitted to make scheduling or pay status adjustments as follows:

5.5.2.1.1 Employees may revert back to a 5-day/40-hour work week, in which the holiday falls, if available.

5.5.2.1.2 Employees may use vacation or compensatory time to supplement the 8- hour holiday pay to achieve full pay for the work week without making other scheduling adjustments, or at the employees' discretion, to be unpaid.

5.5.2.1.3 By mutual agreement, pre-arranged between the employee and the employee's supervisor, employees may work beyond their normally scheduled workday hours to make up holiday hours. These holiday make-up hours will not be counted as overtime and must be worked during the work week in which the holiday fails. In the event that a request for a modified holiday work week schedule cannot be accommodated, such denial shall not be arbitrary or capricious.

NOTE: Past practice with regard to holiday pay for employees on alternate work assignments consistent with the 1991 directive on holiday pay will continue.

5.6 Work Outside of Classification - Work out of class is a management tool, the purpose of which is to complete essential public services whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a position. When the duties of the higher paid position are clearly outside the scope of an employee's regular classification for a period of three (3) consecutively scheduled work hours or longer, the employee shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class rate shall be determined in the same manner as for a promotion. "Proper authority" shall be a supervisory employee in the line of organization least at the level of Recreation Coordinator, manager, or director directly above the position that is being filled out of class who has budget management authority of the work unit. The City shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. (If an employee is mistakenly assigned out-of-class who does not meet the above qualifications, the City will stop the practice immediately once discovered and will see that the out-of-class is paid for work already performed.) The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months for any position. The six (6) month period may be exceeded under the following circumstances: (1) when a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) when a position is scheduled for abrogation; or (4) a position is encumbered (an assignment in lieu of layoff). When such circumstances require that an out-of-class assignment be extended beyond six (6) months for any position, the City shall notify the Union that represents the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being performed out of class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good-faith basis.

5.6.1 The practice of no out-of-class pay for paid leave will continue except that any sick leave taken in lieu of working a scheduled out-of-class assignment, regardless of the length of the 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.

5.6.2 Effective January 2, 2024, Recreation Attendants, when assigned the monitoring of facilities in the absence of a higher-level supervisor for three (3) consecutive hours or more shall be paid an additional hourly premium pay of three dollars ($3.00) per hour while so assigned.

5.6.3 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. When employees voluntarily apply for and voluntarily accept a position in a lower-level classification, they shall receive the salary rate for the lower class, which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class. For such temporary period, the employee shall continue to pay dues to the Union of the higher class. The overtime provisions applicable are those of the contract covering the bargaining unit position the employee previously or normally holds. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class or the duties of a class with the same pay rate range as the employee's primary class, across Union jurisdictional lines, with no change to the employee's regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement, and payment for absences do not apply in these instances.

5.6.4 Out-of-class work shall be formally assigned in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties that would otherwise constitute an out-of-class assignment. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of the employee's own classification, if the employee is not formally assigned to perform the duties on an out-of-class basis.

5.6.5 No employee may assume the duties of the higher-paid position without being formally assigned to do so except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to the employee's department director for retroactive payment of out-of-class pay. The decision of the department director as to whether the duties were performed and whether performance thereof was appropriate shall be final.

5.6.6 The department shall make a reasonable effort to accommodate employees who have an off-the-job injury or illness with light-duty work if such work is available.

5.6.7 An employee who is temporarily unable to perform the regular duties of the employee's classification due to an off-the-job injury or illness may opt to perform work within a lower-paying classification dependent upon the availability of such work and subject to the approval of the City. The involved employee shall receive the salary rate for the lower class, which, without increase, is nearest to the

salary rate to which such employee was entitled in the higher class.

5.7 Effective January 1, 2023, a regular employee who is scheduled to work not less than four (4) hours of the employee's regular work shift during the evening (swing) shift or night (graveyard) shift, shall receive the following shift premiums for all scheduled hours worked during such shift:

Swing Shift	Graveyard Shift
$1.25 per hour	$1.075 per hour

5.7.1 The above swing shift differential shall be due for a ten-hour shift beginning at 2:00 p.m., or later.

5.7.2 The above shift premium shall apply to time worked as opposed to time off with pay except for sick leave; and therefore, for example, the premium shall not apply to vacation, holiday pay, bereavement leave, or other paid leave benefit. Employees who work one of the shifts for which a premium is paid and who are required to work overtime, shall have the shift premium included as part of the base hourly rate for purposes of computing the overtime rate pursuant to the requirements of the Fair Labor Standards Act.

5.7.3 The swing shift period shall encompass the hours from 4:00 p.m. to midnight. The graveyard shift period shall encompass the hours from midnight to 8:00 a.m.

5.7.5 Effective December 25, 2019, temporary employees shall be eligible for shift differential as provided herein.

5.8 Stand-by Time for Overnights - Upon management approval when staff members show up to go on an overnight, they will get paid either regular time, overtime or standby pay excluding meal breaks until they leave to go home after the program ends. Each employee will review each program with their Supervisor to agree on pay parameters and discuss them prior to the overnight event.

5.8.1 Employees working overnights should be given breakfast, lunch, and dinner breaks, up to one hour each in length.

5.8.2 Employees who are placed on Standby Duty by the City shall be paid at the rate of ten percent (10%) of the employee's straight-time hourly rate of pay. An employee may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties.

ARTICLE 6 -- HOLIDAYS

6.1 The following days, or days in lieu thereof, shall be recognized as paid holidays:

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	3rd Monday in January Presidents'
Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Indigenous Peoples' Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25

Two Personal Holidays (0-9 years of service (1-18,720 hours)).
Four Personal Holidays (after completion of 9 years of service (18,721 hours)).

6.1.1 Employees who have either:

A. completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status on or before December 31st of the current year shall receive an additional two (2) personal holidays for a total of four (4) personal holidays to be added to their leave balance on the pay date of the first full pay period in January of the following year.

6.1.2 Whenever any paid holiday falls upon a Sunday, the following Monday shall be recognized as the paid holiday. Whenever any paid holiday falls upon a Saturday, the preceding Friday shall be recognized as the paid holiday; provided, however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 6.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 6.4 shall be made only once per affected employee for any one holiday.

6.1.3 A permanent part-time employee shall receive paid holiday time off (or paid time off in lieu thereof) based upon straight-time hours compensated during the pay period immediately prior to the pay period in which the holiday falls. The amount of paid holiday time off for which the part-time employee is eligible shall be in proportion to the holiday time off provided for full-time employees. For example, a full-time employee working eighty (80) hours per pay period would be eligible for eight (8) hours' off with pay on a holiday, while a part-time employee who works forty (40) hours during the pay period preceding the holiday would be eligible for four (4) hours' off with pay.

6.2 To qualify for holiday pay, City employees shall have been on pay status their normal workday before or their normal workday following the holiday; provided,

however, employees returning from non-pay leave who start work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

6.3 The Personal Holiday shall be used during the calendar year as a regular holiday. Use of the Personal Holiday shall be requested in advance. When the Personal Holiday has been approved in advance and is later canceled by the City with less than a thirty (30) day advance notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay pursuant to Section 6.4 for all time worked on the originally scheduled Personal Holiday.

6.4 An employee who has been given at least forty-eight (48) hours' advance notice and who is required to work on a holiday shall be paid for the holiday at the employee's regular straight-time hourly rate of pay and, in addition, the employee shall receive one and one-half (1 1/2) times the employee's regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive one and one-half (1 1/2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed upon date.

6.5 In the event an employee is required to work without having been given at least a forty-eight (48) hours' advance notification on a holiday the employee normally would have off with pay, said employee shall be paid for the holiday at the employee's regular straight-time hourly rate of pay and, in addition, the employee shall receive two (2) times the employee's regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the department, the employee may receive two (2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed upon date.

ARTICLE 7 -- ANNUAL VACATIONS

7.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 7.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

7.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time, and sick leave. At the discretion of the City, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation. Time lost by reasons of disability for which an employee is compensated by Industrial Insurance or Charter Disability provisions shall not be considered absence. An employee who returns after layoff shall be given credit for such prior service.

7.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

COLUMN NO. 1 ACCRUAL RATE		COLUMN NO. 2 EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE			COLUMN NO. 3 MAXIMUM VACATION BALANCE
Hours on Regular Pay Status Hours	Vacation Earned Per Hour	Years of Service	Working Days Per Year	Working Hours Per Year	Maximum
0 through 08320	0460	0 through 4	. 12	(96)	192
08321 through 18720	.0577	5 through 9	. 15	(120)	240
18721 through 29120	.0615	10 through 14	16	(128)	256
29121 through 39520	.0692	15 through 19	18	(144)	288
39521 through 41600	.0769	20	20	(160)	320
41601 through 43680	.0807	21	21	(168)	336
43681 through 45760	.0846	22	22	(176)	352
45761 through 47840	.0885	23	23	(184)	368
47841 through 49920	.0923	24	24	(192)	384
49921 through 52000	.0961	25	25	(200)	400
52001 through 54080	.1000	26	26	(208)	416
54081 through 56160	.1038	27	27	(216)	432
56161 through 58240	.1076	28	28	(224)	448
58241 through 60320	.1115	29	29	(232)	464
60321 and over	…….1153	30	30	(240)	480

Effective sixty (60) calendar days after full ratification of this replacement contract, the above table shall be superseded and replaced with the following vacation accrual rate table:

Accrual Years/Hours	Vacation Days	Hours per Year	Maximum Hours
Year 0-3 / 0-6,240	12	96	192
Year 4-7 / 6,241-14,560	16	128	256
Year 8-13 / 14,561-27,040	20	160	320
Year 14-18 / 27,041-37,440	23	184	368
Year 19 / 37,440 -39,520	24	192	384
Year 20 / 39,521-41,600	25	200	400
Year 21 / 41,601 – 43,680	26	208	416
Year 22 / 43,681 – 45,760	27	216	432
Year 23 / 45,761 – 47,840	28	224	448
Year 24 / 47,841 – 49,920	29	232	464
Year 25+ - 49,921+	30	240	480

7.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which the employee becomes eligible and may accumulate a vacation balance which shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

7.5 Employees may, with department approval, use accumulated vacation with pay after completing one thousand forty (1,040) hours on regular pay status. Effective December 25, 2019, the requirement that the employee must complete one thousand forty (1,040) hours on regular pay status prior to using vacation time shall end.

7.6 In the event that the City cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee shall continue to accrue vacation for a period of up to three (3) months if such exception is approved by both the department head and the Seattle Human Resources Director in order to allow rescheduling of the employee's vacation. In such cases the department head shall provide the Seattle Human Resources Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period shall be allowed.

7.7 The minimum vacation allowance to be taken by an employee shall be one-half (1/2) of a day, or at the discretion of the department head, such lesser amount as may be approved by the department head.

7.8 An employee who separates from City service for any reason shall be paid in a lump-sum for any unused vacation the employee has accrued.

7.9 Upon the death of an employee in active service, pay shall be allowed for any vacation earned and not taken prior to the death of such employee.

7.10 Where an employee has exhausted the employee's sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider for absences of more than three (3) continuous days. Employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.

7.11 The department head shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department, but which accommodate the desires of the employee to the greatest degree feasible.

ARTICLE 8 -- SICK LEAVE, BEREAVEMENT LEAVE, AND EMERGENCY LEAVE

8.1 Sick Leave - Regular employees shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week. If an employee's overall accrual rate falls below the accrual rate required by SMC 14.16 (Paid Sick and Safe Time) the employee shall be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of SMC 14.16. New employees entering City service shall not be entitled to use sick leave with pay during the first thirty (30) days of employment but shall accrue sick leave credits during such thirty (30) day period. An employee is authorized to use paid sick leave for hours that the employee was scheduled to have worked for the following reasons:

A. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventive care; or as otherwise required by SMC 14.16 and other applicable laws such as RCW 49.46.210; or

B. To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code SMC 4.24.005 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by SMC 14.16 and other applicable laws such as RCW 49.46.210; or

C. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such reason, or as otherwise required by SMC 14.16 and other applicable laws such as RCW 49.46.210.

D. Absences that qualify for leave under the Domestic Violence Leave Act, Chapter 49.76 RCW.

E. The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or

F. The non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for purposes of adoption, including any time away from work prior to or following placement of the child to satisfy legal or regulatory requirements for the adoption.

Sick leave used for the purposes contemplated by Article 8.1.E and F must end before the first anniversary of the child's birth or placement.

8.1.1 Abuse of paid sick leave or use of paid sick leave not for an authorized purpose may result in denial of sick leave payment and/or discipline up to and including dismissal.

8.1.2 Unlimited sick leave credit may be accumulated.

8.1.3 Upon retirement, a portion of an employee's unused sick leave accruals will be directed in accordance with the VEBA provisions set forth in Section 13.4 of this Article.

8.1.3.1 Cash payments of unused sick leave may be deferred for a period of one (1) year or less, providing the employee notifies the employee's Department Human Resources Office of the employee's desires at the time of retirement. Request for deferred cash payments of unused sick leave shall be made in writing.

8.1.4 Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to the employee's designated beneficiary.

8.1.5 Change in position or transfer to another City department shall not result in a loss of accumulated sick leave. An employee reinstated or reemployed within one (1) year in the same or another department after termination of service, except after dismissal for cause, resignation, or quitting, shall be credited with all unused sick leave accumulated prior to such termination.

8.1.5.1 Regular or benefits eligible temporary employees who are reinstated or rehired within twelve (12) months of separation in the same or another department after any separation, including dismissal for cause, resignation, or quitting, shall have unused accrued sick leave reinstated as required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210.

8.1.6 In order to receive paid sick leave for reasons provided in Article 8.1.A – 8.1.D, an employee shall be required to provide verification that the employee's use of paid sick leave was for an authorized purpose, consistent with SMC 14.16 and other applicable laws such as RCW 49.46.210. However, an employee shall not be required to provide verification for absences of less than four consecutive days.

8.1.7 Conditions Not Covered - Employees shall not be eligible for sick leave when:

A. Suspended or on leave without pay and when laid off or on other non-pay status;

B. Off work on a holiday;

C. This provision shall not prevent the taking of sick leave by an employee who is receiving treatment for alcoholism or drug addiction as recommended by a physician, psychiatrist, certified social worker, or other qualified professional;

D. An employee works during his free time for an employer other than the City of Seattle and the employee's illness or disability arises therefrom.

8.1.8 Prerequisites for Payment - The following applicable requirements shall be

fulfilled in order to establish an employee's eligibility for sick leave benefits.

8.1.8.1 Prompt Notification - The employee shall promptly notify the immediate supervisor, by telephone or otherwise, on the first day off due to illness and each day thereafter unless advised otherwise by the immediate supervisor. For those absences of more than one day, notification on the employee's first day off with an expected date of return shall suffice. The employee shall notify the immediate supervisor as far as possible in advance of the scheduled time to report for work, particularly where a relief replacement is necessary when the employee is absent.

8.1.8.2 Notification While on Paid Vacation or Compensatory Time Off - If an employee is injured or is taken ill while on paid vacation or compensatory time off, the employee shall notify the employee's department on the first day of disability. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented for absences greater than three (3) continuous days.

8.1.8.3 Claims to Be in 15 Minute Increments - Sick leave shall be claimed in 15-minute increments to the nearest full 15-minute increment, a fraction of less than 8 minutes being disregarded. Separate portions of an absence interrupted by a return to work shall be claimed on separate application forms.

8.1.8.4 Limitations of Claims - All sick leave claims shall be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee shall not exceed the employee's sick leave accumulation as shown on the payroll for the pay period immediately preceding the employee's illness or disability. It is the responsibility of the employee's department to verify that sick leave accounts have not been overdrawn; and if a claim exceeds the number of hours an employee has to the employee's credit, the department shall correct the employee's application.

Rate of Pay for Sick Leave Used - An employee who uses paid sick leave shall be compensated at the straight time as required by SMC 14.16, and other applicable laws, such as RCW 49.46.210. 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. (See also Articles 5.6.1, 5.8.2 and 5.7.3 for sick leave use and rate of pay for out-of-class assignments, standby duties, and shift premium)

8.1.8.5 Sick Leave Transfer Program - Employees shall be afforded the option to transfer and/or receive sick leave in accordance with the terms and conditions of the City's Sick Leave Transfer Program as established and set forth by City Ordinance. All benefits and/or rights existing under such program may be amended and/or terminated at any time as may be determined appropriate by the City. All terms, conditions, and/or benefits of such program shall not be subject to the grievance procedure.

8.2 Bereavement Leave - All employees covered by this aAgreement are allowed forty (40) hours off without salary deduction for bereavement purposes in the event of the death of any relative. Bereavement leave may be used in full day increments or increments of one (1) hour, at the employee's discretion. Bereavement leave must be used within one (1) year; employees may submit for exceptions to this within thirty (30) days (requests that come in after the 30 days will be considered) of the death if they know they will need longer than one (1) year to use leave for that event. This benefit is prorated for less-than-full time employees.

8.3 For purposes of this Section, "relative" is defined as any person related to the employee by blood, marriage, adoption, fostering, guardianship, in loco parentis, or domestic partnership.

8.4 Emergency Leave - One (1) day or portion thereof per Agreement year without loss of pay may be taken off subject to approval of the employee's supervisor and/or department head when it is necessary that the employee be immediately off work to attend to one of the following situations either of which necessitates immediate action on the part of the employee:

A. The employee's spouse, child, parents, domestic partner, or grandparents has unexpectedly become seriously ill or has had a serious accident; or

B. An unforeseen occurrence with respect to the employee's household (e.g., fire, flood, or ongoing loss of power). "Household" shall be defined as the physical aspects including pets of the employee's residence or vehicle.

C. The emergency leave benefit must also be available to the employee in the event of inclement weather or natural disaster within the City limits or within the city or county in which the member resides that makes it impossible or unsafe for the employee to physically commute to their normal work site at the start of their normal shift.

D. A "day" of emergency leave may be used for separate incidents in one (1) hour increments up to no more than the equivalent of the number of hours the employee is scheduled to work that day and in no event more than eight (8) hours in a contract year.

8.5 Paid Parental Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, "Paid Parental Leave," may take leave for bonding with their new child.

8.6 Union Leave - Upon written request, a regular employee elected or appointed to a Union office that requires all of their time will be given a leave of absence without pay from work, not to exceed one (1) year, with approval of the appointing authority based on the business needs of the department. The appointing authority will respond to such requests in writing within fourteen (14) calendar days. Should the appointing authority reject a request for Union Leave, the written response will include an explanation of the business need for the denial.

Requests for Union Leave will not be unreasonably denied.

Leave may not be approved for more than one (1) employee at a time per Department. To be eligible for union leave under this provision, the employee must not currently be serving a probation or trial service.

A regular employee designated by the Union to serve on official union business that requires a part of their time will be given a leave of absence without pay from work, provided it can be done without detriment to City services and at least forty-eight (48) hours written notice is given to the Director. The employee will not suffer a loss of bargaining unit seniority rights and will accumulate the same during such leave.

The parties agree that at the City's sole discretion, the leave may be terminated in the event of layoff. The City will provide one month notice before recalling an employee. The parties further agree that the City may at its sole discretion hire term limited temporary employees to backfill for the absent employee.

8.7 SMC 4.29, Paid Family Care Leave, which includes "Bea's Law" is here by incorporated by reference into this Agreement.

8.8 Shared Sick Leave Pool - The City will standardized the current sick leave transfer ("donation") program across all City departments through the following actions:

- Standardization of:
  - Forms
  - Processing templates
  - FAQs
  - Interdepartmental donation of sick leave
- Anonymizing sick leave requests for potential recipients
- Anonymizing sick leave donations from contributors

The intent of the program is to create a mandatory and uniform system that will function across departments as the established protocol for all sick leave donation requests and donations. The City agrees to perform this standardization using a Labor-Management Committee ("LMC") meeting, which will work in consultation with appropriate subject matter experts ("SMEs"), including but not limited to Seattle Human Resources, FAS Citywide Payroll and Business Systems, ITD HRIS and Race and Social Justice SMEs. The City further agrees to convene the LMC no later than 90 days from execution of this Agreement and to meet no less than monthly on the standardization process beginning in the month following the initial convening of the LMC.

8.9 SPFML Top-Up - Employees receiving SPFML may use any of their accrued paid and/or granted leave ("leave") to supplement the SPFML benefit payment, up to 100% of their weekly salary paid by the City of Seattle. The use of such leave to augment the SPFML benefit shall be called "supplemental leave pay." Use of Leave by an employee to supplement SPFML is strictly voluntary. The City cannot require an employee to use accrued lLeave to supplement SPFML benefits.

Supplemental Leave Pay Utilization Process

A. Leave for the purposes of this proposal, is defined as all accrued and/or granted leave as set forth and defined in the City of Seattle Municipal Code Title 4 (Personnel) Sections 4.24 through 4.34 (vacation, sick leave, floating, merit, comp time, executive, etc.).

B. Supplemental leave pay may be accessed starting the first pay period after the City has received the final SPFML claim determination notice from the Washington State Employment Security Department ("ESD").

C. Supplemental Leave Supplemental leave can be used by employees based on the date range signified in the SPFML eligibility letter. For instances in which that date has passed, employees can submit time sheet correction requests to add the use of supplemental leave, as defined above. No time sheet corrections or reactivity shall be applied to any date or SPFML prior to the execution of this Agreement.

D. The use of supplemental leave to "top-up" an employee's SPFML benefit shall not exceed the amount of accrued and/or granted leave the employee has available in their balances.

E. The use of accrued and/or granted paid leave to supplement the SPFML benefit will be available in 15 minute increments, except for when the accrued and/or granted paid Leave the employee requests to be used to supplement the SPFML must be used in full day increments as specified by a given collective bargaining agreement or by City code or Personnel rules (e.g. personal holidays), and then shall be only available in full-day increments.

F. An employee must have already accrued the paid/granted leave they seek to use for the pay period in which they seek to use it.

G. It is the employee's responsibility for determining whether they have the accrued/ and or granted leave they seek to use in a given pay period to supplement the SPFML.

ARTICLE 9 -- INDUSTRIAL INJURY OR ILLNESS

9.1 Any employee who is disabled in the discharge of the employee's duties and if such disablement results in absence from the employee's regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.

9.1.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to the employee's sick leave or vacation or other paid leave account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensated through accrued sick leave. Any earned vacation or other paid leave may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation or other paid leave is available, the employee shall be placed on no-pay status for these three (3) days. If the period of disability equals or extends beyond fourteen (14) calendar days, then (1) any accrued sick leave, vacation, or other paid leave utilized due to absence from the employee's regular duties as provided for in this Section shall be reinstated and the employee shall be paid in accordance with Section 9.1, which provides payment at the eighty percent (80%) rate; or (2) if no sick leave vacation, or other paid leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 9.1.

9.1.2 Such compensation shall be authorized by the Seattle Human Resources Director or the employee's designee with the advice of such employee's department head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

9.1.3 In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions (taxes, retirement). This provision shall become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.

Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein that exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening,

conditioning, or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

9.1.4.1 The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) calendar days after notification to the employee.

9.2 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay, but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 9.1. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 9.1.

9.3 Any employee eligible for the benefits provided by SMC 4.44 whose disability prevents him/her from performing the employee's regular duties, but in the judgment of the employee's physician could perform duties of a less strenuous nature, shall be employed at the employee's normal rate of pay in such other suitable duties as the department head shall direct, with the approval of such employee's physician until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 44, as now or hereinafter amended.

9.4 Sick leave shall not be used for any disability herein described except as allowed in Section 9.1.

9.5 The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.

9.6 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

ARTICLE 10 -- PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

10.1 The following shall define terms used in this Article:

10.1.1 Probationary Period - A twelve (12) month period of employment following an employee's initial regular appointment within the Civil Service to a position.

10.1.2 Regular Appointment - The authorized appointment of an individual to a position covered by Civil Service.

10.1.3 Trial Service Period/Regular Subsequent Appointment - A twelve (12) month trial period of employment of a regular employee beginning with the effective date of a subsequent, regular appointment from one classification to a different classification; through promotion or transfer to a classification in which the employee has not successfully completed a probationary or trial service period; or rehire from a Reinstatement Recall List to a department other than that from which the employee was laid off.

10.1.4 Regular Employee - An employee who has successfully completed a twelve (12) month probationary period and has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.

10.1.5 Revert - To return an employee who has not successfully completed the employee's trial service period to a vacant position in the same class and former department (if applicable) from which the employee was appointed.

10.1.6 Reversion Recall List - If no such vacancy exists to which the employee may revert, the employee will be removed from the payroll and the employee's name placed on a Reversion Recall List for the class/department from which the employee was removed.

10.2 Probationary Period/Status of Employee - Employees who are initially appointed to a position shall serve a probationary period of twelve (12) months.

10.2.1 The probationary period shall provide the department with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the position and to terminate any employee whose work performance fails to meet the required standards.

10.2.2 An employee shall become regular after having completed the employee's probationary period unless the individual is dismissed under provisions of Section 10.3 and Section 10.3.1.

10.3 Probationary Period/Dismissal - An employee may be dismissed during the employee's probationary period after having been given written notice five (5) working days prior to the effective date of dismissal. However, if the department believes the best interest of the City requires the immediate dismissal of the

probationary employee, written notice of only one (1) full working day prior to the effective date of the dismissal shall be required. The reasons for the dismissal shall be filed with the Seattle Human Resources Director and a copy sent to the Union.

10.3.1 An employee dismissed during the employee's probationary period shall not have the right to appeal the dismissal. When proper advance notice of the dismissal is not given, the employee may enter an appeal (for payment of up to five (5) days' salary), which the employee would have otherwise received had proper notice been given. If such a claim is sustained, the employee shall be entitled to the appropriate payment of salary but shall not be entitled to reinstatement.

10.4 Trial Service Period - An employee who has satisfactorily completed the employee's probationary period and who is subsequently appointed to a position in another classification shall serve a twelve (12) month trial service period, in accordance with Section 10.1.3.

10.4.1 The trial service period shall provide the department with the opportunity to observe the employee's work and to train and aid the employee in adjustment to the position, and to revert such an employee whose work performance fails to meet required standards.

10.4.2 An employee who has been appointed from one classification to another classification within the same or different department and who fails to satisfactorily complete the trial service period shall be reverted to a vacant position within that department and classification from which the employee was appointed.

10.4.3 Where no such vacancy exists, such employee shall be given fifteen (15) calendar days' written notice prior to being placed on a Reversion Recall List for the employee's former department and former classification and being removed from the payroll.

10.4.4 Employees who have been reverted during the trial service period shall not have the right to appeal the reversion.

10.4.5 The names of regular employees who have been reverted for purposes of reemployment in their former department shall be placed upon a Reversion Recall List for the same classification from which they were promoted or transferred for a period of one (1) year from the date of reversion.

10.4.6 If a vacancy is to be filled in a department and a valid Reversion Recall List for the classification for that vacancy contains the name(s) of eligible employees who have been removed from the payroll from that classification and from that department, such employees shall be reinstated in order of their length of service in that classification. The employee who has the most service in that classification shall be the first reinstated.

10.4.7 An employee whose name is on a valid Reversion Recall List for a specific job classification who accepts employment with the City in that same job classification shall have the employee's name removed from the Reversion Recall List. Refusal to accept placement from a Reversion Recall List to a position the same, or essentially the same, as that which the employee previously held shall cause an employee's name to be removed from the Reversion Recall List, which shall terminate rights to reemployment under this Reversion Recall List provision.

10.4.8 An employee whose name is on a valid Reversion Recall List who accepts employment with the City in another class and/or department shall have the employee's name removed from the Reversion Recall List.

10.4.9 A reverted employee shall be paid at the step of the range that the employee normally would have received had the employee not been appointed.

10.5 Subsequent Appointments During Probationary Period or Trial Service Period - If a probationary employee is subsequently appointed in the same classification from one department to another, the receiving department may, with approval of the Seattle Human Resources Director, require that a complete twelve (12) month probationary period be served in that department. If a regular employee or an employee who is still serving a trial service period is subsequently appointed in the same classification from one department to another, the receiving department may, with the approval of the Seattle Human Resources Director, require that a twelve (12) month trial service period be served in that department.

10.5.1 If a probationary employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month probationary period in the new classification. If a regular employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month trial service period in the new classification.

10.5.2 Within the same department, if a regular employee is appointed to a higher classification while serving in a trial service period, the trial service period for the lower classification and the new trial service period for the higher classification shall overlap, provided that the higher and lower classifications are in the same or a closely related field. The employee shall complete the term of the original trial service period and be given regular status in the lower classification. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

10.5.3 Within the same department, if a probationary employee is regularly appointed to a higher classification while serving in a probationary period, the probationary period and the new trial service period for the higher classification shall overlap, provided the higher and the lower classifications are in the same or a closely

related field. The employee shall complete the term of the original probationary period and be given regular standing in the lower class. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

10.6 The probationary period shall be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness or other protected leave under SMC 14.16 or other laws including RCW 49.46.210,, vacations, jury duty, and military leaves shall not result in an extension of the probationary period, but upon approval of the Seattle Human Resources Director, an employee's probationary period may be extended so as to include the equivalent of a full twelve (12) months of actual service where there are numerous absences.

ARTICLE 11 -- TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL

11.1 Transfers - The transfer of an employee shall not constitute a promotion except as provided in Section 11.1.2. (4).

11.1.1 Intra-departmental Transfers - An appointing authority may transfer an employee from one position to another position in the same class in the employee's department without prior approval of the Seattle Human Resources Director, but must report any such transfer to the Seattle Department of Human Resources within five (5) days of its effective date.

11.1.2 Other transfers may be made upon consent of the appointing authorities of the departments involved and with the Seattle Human Resources Director's approval as follows:

A. Transfer in the same class from one department to another.

B. Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.

C. Transfer, in lieu of layoff, may be made to a position in the same class to a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular, trial service or probationary employee is not displaced.

D. Transfer, in lieu of layoff, may be made to a single position in another class when such transfer would constitute a promotion or advancement in the service provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service or probationary employee is not displaced and when transfer in lieu of layoff under Section 11.1.2 (3) is not practicable.

E. The Seattle Human Resources Director may approve a transfer under Sections 11.1.2 (1), (2), (3), or (4) above with the consent of the appointing authority of the Receiving Department only, upon a showing of the circumstances justifying such action.

F. Transfer may be made to another similar class with the same maximum rate of pay in the same or a different department upon the Director's approval of a written request by the appointing authority.

11.1.2.1 Employees transferred pursuant to the provisions of Section 11.1.2 shall serve probationary and/or trial service periods as may be required in Article 10, Sections 10.5, 10.5.1, 10.5.2, and 10.5.3.

11.1.3 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular employees shall be given priority consideration for lateral transfer to any open position in the same classification within the employee's department.

11.1.4 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular part-time employees shall be given priority consideration for full-time positions in the same classification which become available within the employee's department.

11.2 Voluntary Reduction - A regularly appointed employee may be reduced to a lower class upon the employee's written request stating the employee's reason for such reduction, if the request is concurred in by the appointing authority and is approved by the Seattle Human Resources Director. Such reduction shall not displace any regular, trial service or probationary employee.

11.2.1 The employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 11.5. Upon a showing, concurred in by the appointing authority of the department that the reason for such voluntary reduction no longer exists, the Seattle Human Resources Director may restore the employee to the employee's former status.

11.3 Layoff - The City shall notify the Union and the affected employees in writing at least two (2) weeks in advance whenever possible, when a layoff is imminent within the bargaining unit.

11.3.1 Layoff - Layoff for purposes of this Agreement shall be defined as the interruption of employment and suspension of pay of any regular, trial service or probationary employee because of lack of work, lack of funds or through reorganization. Reorganization when used as a criterion for layoff under this Agreement shall be based upon specific policy decision(s) by legislative authority to eliminate, restrict or reduce functions or funds of a particular department.

11.3.2 In a given class in a department, the following shall be the order of layoff:

A. Interim appointees

B. Temporary or intermittent employees not earning service credit.

C. Probationary employees*****

D. Trial service employees* (who cannot be reverted in accordance with Section 10.4.2)

E. Regular employees* in order of their length of service, the one with the least service being laid off first.

* Except as their layoff may be affected by military service during probation.

11.3.3 However, the City may lay off out of the order described above for one or more of the reasons cited below:

A. Upon showing by the appointing authority that the operating needs of the department require a special experience, training, or skill.

B. When (1) women or minorities are substantially underrepresented in an "EEO" category within a department; or (2) a planned layoff would produce substantial underrepresentation of women or minorities; and (3) such layoff in normal order would have a negative, disparate impact on women or minorities; then the Seattle Human Resources Director shall make the minimal adjustment necessary in the order of layoff in order to prevent the negative disparate impact.

11.3.4 At the time of layoff, a regular employee or a trial service employee (per 11.3.2 above) shall be given an opportunity to accept reduction (bump) to the next lower class in a series of classes in the employee's department or the employee may be transferred as provided in Section 11.1.2 (3). An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 11.5.

11.4 Recall - The names of regular, trial service, or probationary employees who have been laid off shall be placed upon a Reinstatement Recall List for the same class and for the department from which laid off for a period for one (1) year from the date of layoff.

11.4.1 Anyone on a Reinstatement Recall List who becomes a regular employee in the same class in another department shall lose the employee's reinstatement rights in the employee's former department.

11.4.2 Refusal to accept work from a Reinstatement Recall List shall terminate all rights granted under this Agreement; provided, no employee shall lose reinstatement eligibility by refusing to accept appointment in a lower class.

11.4.3 If a vacancy is to be filled in a given department and a Reinstatement Recall List for the classification for that vacancy contains the names of eligible employees who were laid off from that classification and from that department, the following shall be the order of the Reinstatement Recall List:

A. Regular employees laid off from the department having the vacancy in the order of their length of service. The regular employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.

B. Trial service employees laid off from the department having the vacancy in the order of their length of service. The trial service employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.

C. Probationary employees laid off from the department having the vacancy without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.

D. The City may recall laid-off employees out of the order described above upon showing by the appointing authority that the operating needs of the department require such experience, training, or skill.

11.4.4 Nothing in this Article shall prevent the reinstatement of any regular, trial service, or probationary employee for the purpose of appointment to another lateral title or for voluntary reduction in class as provided in this Article.

11.5 For purposes of layoff, service credit in a class for a regular employee shall be computed to cover all service subsequent to their regular appointment to a position in that class and shall be applicable in the department in which employed and specifically as follows:

A. After completion of the probationary period, service credit shall be given for employment in the same, equal or higher class, including service in other departments and shall include temporary or intermittent employment in the same class under regular appointment prior to permanent appointment.

B. A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position.

C. Service credit shall be given for previous regular employment of an incumbent in a position which has been reallocated and in which the employee has been continued with recognized standing.

D. Service credit shall be given for service prior to an authorized transfer.

E. Service credit shall be given for time lost during:

1. Jury Duty;
2. Disability incurred in line of service;
3. Illness or disability compensated for under any plan authorized and paid for by the City;

4. Service as a representative of a Union affecting the welfare of City employees;
5. Service with the armed forces of the United States, including but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

11.5.1 No service credit shall be given:

A. For service of a regular employee in a lower class to which the employee has been reduced and in which the employee has not had regular standing, except from the time of such reduction.

B. For any employment prior to a separation from the Civil Service other than by a resignation which has been withdrawn within sixty (60) days from the effective date of the resignation and such request for withdrawal bears the favorable recommendation of the appointing authority and is approved by the Seattle Human Resources Director.

11.6 The City agrees to support employees facing layoff by providing the Project Hire program during the term of this Agreement. If a department is hiring for a position in which the employee is qualified, and if no business reason would otherwise make the employee unsuitable for employment, the employee will be interviewed for the vacancy. This provision does not create any guarantee or entitlement to any position. The Project Hire guidelines apply.

ARTICLE 12 -- HEALTH CARE, DENTAL CARE, LIFE AND LONG-TERM DISABILITY INSURANCE

12.1 Effective January 1, 2023, the City shall provide medical, dental, and vision plans (with Kaiser Standard, Kaiser Deductible, Aetna Traditional, Aetna Preventative and Delta Dental of Washington as self-insured plans, and Dental Health Services, and Vision Services Plan) for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. For calendar years 2023, 2024, 2025, and 2026, the selection, addition and/or elimination of medical, dental, and vision benefit plans, and changes to such plans including, but not limited to, changes in benefit levels, co-pays and premiums, shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

12.1.1 An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 12.1 or similar programs as determined by the Labor-Management Health Care Committee.

12.1.2 The City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.

12.1.3 Employees who retire and are under the age of 65 shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.

12.1.4 New, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).

12.2 Life Insurance - The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows:

12.2.1 Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees' participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employees' share of the monthly premiums or for life insurance purposes otherwise negotiated.

12.2.2 Whenever the Group Term Life Insurance Fund contains substantial rebate monies which are earmarked pursuant to Sections 12.7 or 12.7.1 to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact.

12.2.3 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.

12.3 Long Term Disability - The City shall provide a Long-Term Disability (LTD) Insurance program for all eligible employees for occupation and non-occupational accidents or illnesses. The City shall pay the full monthly premium cost of a base plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first six hundred sixty-seven dollar ($667.00) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum $8,333.00 per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.

12.3.1 During the term of this Agreement, the City may, at its discretion change or eliminate the insurance carrier for any long-term disability benefits covered by Section 12.8 and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.

12.3.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2015 for the base plan; provided further, such cost shall not exceed the maximum limitation on the City's premium obligation per calendar year as set forth within Section 12.3.

12.4 Long-Term Care - The City may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.

12.5 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.

12.6 Labor-Management Health Care Committee - A Labor-Management Health Care Committee was established and became effective January 1, 2001, by the parties. This Committee is responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall operate and exercise its appropriate decision-making authorities consistent with said Memorandum of Agreement and decide whether to administer other City-provided insurance benefits.

ARTICLE 13 -- RETIREMENT

13.1 Retirement - Pursuant to Ordinance 78444 as amended, all employees shall be covered by the Seattle City Employees Retirement System.

13.1.1 Effective January 1, 2017, consistent with Ordinance 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

13.2 Retirement VEBA - Each bargaining unit will conduct a vote to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) to provide post-retirement medical expense benefits to members who retire from City service

13.2.1 Contributions from Unused Paid Time off at Retirement

A. Eligibility-to-Retire Requirements:
   1. 5 – 9 years of service and are age 62 or older
   2. 10 – 19 years of service and are age 57 or older
   3. 20 – 29 years of service and are age 52 or older
   4. 30 years of service and are any age

B. The City will provide each bargaining unit with a list of its members who are expected to meet any of the criteria in paragraph A above as of December 31, 2021.

C. If the members of the bargaining unit who have met the criteria described in paragraph A above vote to require VEBA contributions from unused paid time off, then all members of the bargaining unit who are eligible to retire and those who become eligible during the life cycle of this contract shall, as elected by the voting members of the bargaining unit:

   1. Contribute 35% of their unused sick leave balance into the VEBA upon retirement; or
   2. Contribute 50% of their unused vacation leave balance into the VEBA upon retirement; or
   3. Contribute both 35% of their unused sick leave balance and 50% of their unused vacation leave balance upon retirement.

D. If the members of the bargaining unit who have satisfied the eligibility-to-retire requirements described in paragraph A above as of December 31, 2021, do not vote to require VEBA contributions from unused sick leave, members may either:

   1. Transfer 35% of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan, subject to the terms of the Plan and applicable law; or

2. Cash out their unused sick leave balance at 25% to be paid on their final paycheck.

   In either case, the remaining balance of the member's unused sick leave will be forfeited.

13.2.2 Contributions from Employee Wages (all regular employees who are part of the bargaining unit)

A. Each bargaining unit will conduct a vote for all regular employees, as defined in the City's employer personnel manual, to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) for active employees to participate in an Active VEBA. Once they begin participating in the VEBA, employees may file claims for eligible expenses as provide under the terms of the VEBA.

B. If the bargaining unit votes to require VEBA contributions from employee wages, then all members of the bargaining unit shall, as elected by the bargaining unit as to all of its members, make a mandatory employee contribution of one of the amounts listed below into the VEBA while employed by the City:

   1. $25 per month, or
   2. $50 per month.

13.2.2.1 Allocation of Responsibility - The City assumes no responsibility for the tax consequences of any VEBA contributions made by or on behalf of any member. Each union that elects to require VEBA contributions for the benefit of its members assumes sole responsibility for insuring that the VEBA complies with all applicable laws, including, without limitation, the Internal Revenue Code, and agrees to indemnify and hold the City harmless for any taxes, penalties and any other costs and expenses resulting from such contributions.

13.3 Sabbatical Leave and VEBA - Members of a bargaining unit that votes to accept the VEBA **and** who meet the eligible-to-retire criteria are not eligible to cash out their sick leave at 25% as a part of their sabbatical benefit. Members who do not meet the eligible-to-retire criteria may cash out their sick leave at 25% in accordance with the sabbatical benefit.

ARTICLE 14 -- GENERAL CONDITIONS

14.1 Mileage Allowance - An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes for all miles driven in the course of City business on that day with a minimum guarantee of five (5) miles.

14.1.1 The per mile mileage reimbursement rate shall be adjusted up or down to reflect the then current rate.

14.1.2 An employee who after reporting for work is required to use the employee's own automobile for transportation to conduct City business at another job site, shall be due, upon request, the mileage reimbursement in Section 14.1, provided reimbursement is not paid from any other source. This provision shall not apply to split site facilities.

14.2 Union Visitation - Representatives of the Union may, after notifying the City Official in-Charge, visit the work location of employees covered by this Agreement at any reasonable time during working hours. For purposes of this Section, "City Official in-Charge" shall mean the supervisor in-charge of the work area to be visited. The Union representative shall limit the employee's activities during such visit to matters relating to this Agreement. Such visits shall not interfere with work functions of the department. City work hours shall not be used by employees and/or the Union representative for the conduct of Union business or the promotion of Union affairs other than stated herein.

14.3 Union Shop Stewards - The Union may appoint a reasonable number of shop stewards. Immediately after appointment of its shop steward(s), the Union must furnish the Seattle Department of Human Resources and the Department of Parks and Recreation with a list of those employees who have been designated as shop stewards and their area of responsibility. Failure to provide such a list and/or disagreement over the number and/or area of responsibility of shop stewards between the City and a Union covered by this Agreement shall result in non-recognition by the City of the appointed shop stewards in question. The City must notify the affected Union within fifteen (15) calendar days of receipt of the Union's list or revised list if it objects to the number and/or area of responsibility of appointed shop stewards. Where there is a disagreement over the number and/or area of responsibility of appointed shop stewards, said issues shall be discussed between the City and the Union. If the parties cannot mutually resolve their differences, the issues shall be submitted to the Labor-Management Committee for final resolution. The list shall also be updated as needed. Shop stewards shall be regular employees and shall perform their regular duties as such but shall function as the Union's representative on the job solely to inform the Union of any alleged violations of this Agreement and process grievances relating thereto. The shop steward shall be allowed

reasonable time, at the discretion of the City, to process contract grievances during regular working hours.

14.3.1 Shop stewards shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement, but under no circumstances shall shop stewards interfere with orders of the Employer or change working conditions.

14.4 The amount of City time used for the purposes of Sections 14.2 and 14.3 shall be limited to that work time necessary to investigate resolution of the issue such as meeting with management officials or observance of working conditions that are subject to a complaint or grievance. Shop stewards may not leave their work site or abandon their job duties for these purposes without prior approval of their supervisor.

14.5 Where allowable and after prior arrangements have been made, the City may make available to the Union meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the department; provided, however, the Union will be subject to the fees normally charged for use of Park Department facilities for nonpublic meetings.

14.6 Safety Standards – All work shall be done in a competent and safe manner, and in accordance with the State of Washington Safety Codes and the City of Seattle Safety Rules that shall be complied with.

14.6.1 The practice of safety as it relates to City employees and equipment shall be paramount and in accordance with Washington Industrial Safety and Health Act (WISHA) standards.

14.6.2 One copy of department safety committee meeting minutes may be requested by the Union from the Department Safety Officer per each community center where employees of this bargaining unit are employed if such minutes are not posted or available for review from the supervisor at the work site.

14.6.3 If an employee reasonably believes equipment or materials required in the performance of the employee's job is not safeguarded for proper and safe use, the employee shall report the perceived problem to the employee's supervisor. If the supervisor determines that the equipment or material is safe because the safeguards are adequate and the employee still has a concern, then the departmental Safety Officer shall be called upon to make a final determination.

14.6.4 Safety Committees - Each City department will form joint safety committees in accordance with WISHA requirements at each permanent work location where there are eleven (11) or more employees. Where there is need, safety

committees may also be formed at division levels, and/or unit levels, however these shall not replace the departmental safety committee.

When setting up safety committee elections, a department will notify the unions represented at that location and the union shall have 14 days to provide the City with a list of union appointed members proportionate to their representation at the location. Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the appropriate Appointing Authority for review and action, as necessary. The Appointing Authority or designee will report follow-up action/information to the Safety Committee.

14.6.4.1 The parties agree that training on personal safety is an appropriate topic for discussion at a labor management meeting.

14.6.4.2 Employee Workplace Safety - The City shall make reasonable efforts to provide an environment free from violence, harassment and other hazardous conditions When the Union or employee(s) report a hazardous conditions in the City operated workplace, the City shall conduct a risk assessment to identify potential hazards and make efforts to mitigate any findings. Both the risk assessment and mitigation plan will be shared with the impacted labor Unions.

14.6.4.3 Health and Safety Impacts of Climate Change - City Departments shall follow OSHA/WISHA guidelines and recommendations in order to create written worksite safety plans to prevent heat-related illness and ensure emergency preparedness for employees in the event of extreme outdoor heat.

14.6.4.4 Ergonomic Assessments - At the request of an employee, the Employer will ensure that an ergonomic assessment of the employee's workplace is completed in City facilities. Solutions to identified issues/concerns will be implemented within available resources.

14.6.4.5 Air Quality Assessments - Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with the safety committee section above. heat.

14.6.4.6 Pandemic Health and Safety - The City will follow guidelines as set by the CDC and local Public Health entities with regard to any pandemic or disease outbreak.

14.7 Citywide Health and Safety Committee - The Employer and the Coalition of City Unions ("CCU") shall form a City-wide health and safety committee. The CCU member unions shall appoint no more than ten (10) members of the committee. The Employer shall appoint a maximum of 10 members to the committee. The committee shall convene at least quarterly. The Parties may meet more frequently by mutual agreement.

14.8 Bulletin Boards - The department, upon written request from the Union, shall provide space on existing bulletin boards for the use of the Union in a limited number of areas accessible to employees covered by this Agreement; provided, however, said space shall not be used for notices that are controversial or political in nature. All material posted by the Union shall be officially identified as such.

14.9 Investigatory Interviews - When an employee is required by the department to attend an interview conducted by the department for purposes of investigating an incident that may lead to discipline/discharge of that employee because of that particular incident, the employee shall have the right to request that the employee be accompanied at the investigatory interview by a representative of the Union. If the employee makes such a request, the request shall be made to the department representative conducting the investigatory interview. The department, when faced with such a request, may:

A. Grant the employee's request; or

B. Deny the employee's request but, in doing so, stop and/or cancel the investigatory interview.

14.9.1 In construing this Section, it is understood that:

A. The department is not required to conduct an investigatory interview before disciplining or discharging an employee;

B. The department does not have to grant an employee's request for Union representation when the meeting between the department and the employee is not investigatory, but is solely for the purpose of informing an employee of a disciplinary/discharge decision that the department has already made relative to that employee;

C. The employee must make immediate arrangements for Union representation when the employee's request for representation is granted;

D. An employee shall attend investigatory interviews scheduled by the department at reasonable times and reasonable places.

14.10 Metro Passes – The City shall provide a transit subsidy consistent with SMC 4.20.370.

14.10.1 Effective January 1, 2020, the Commute Trip Reduction ("CTR") parking benefit cost to the employee will increase from seven dollars ($7.00) to ten dollars ($10.00).

14.11 Ethics and Elections Commission - Nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics; including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement; and, as such, are not subject to the Grievance Procedure contained within this Agreement. Records of any fines imposed, or monetary settlements shall not be included in the employee's Personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court.

14.11.1 In the event the Employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline shall apply. No record of the disciplinary recommendations by the Commission shall be placed in the employee's Personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.

14.12 The City and the Union encourage the use of the "Early Mediation Project" or other alternative dispute resolution (ADR) processes to resolve non-contractual workplace conflict/disputes. Participation in the project or in an ADR process is entirely voluntary, confidential, and does not impact grievance rights.

14.13 Employees may be afforded sabbatical leave under the terms and conditions of Seattle Municipal Code Chapter 4.33.

14.14 Contracting Out – The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for bargaining unit work on a short-term, temporary basis under the following guidelines: 1) required expertise is not available within the City work force, or 2) the occurrence of peak loads above the work force capability. Determination as to (1) or (2) above shall be made by the department head involved; provided, however, prior to approval by the department head involved to contract out work under this provision, the Union will be notified thirty (30) days prior to the start of any new contract or as soon as the department is aware of the need to contract. This notification shall include:

1. A detailed justification for the proposed contracting;
2. A labor force analysis demonstrating why the current workforce cannot complete the work;
3. The location where the work will be performed;
4. A description of the work to be contracted;
5. The estimated duration and amount of the contract;
6. The intended start date; and

14.14 The date the work must be completed, if applicable.

14.14.1 The City will, during its budget process, review the use of contractors in the terms of nature of work, the duration, and the number of hours of contractor work being performed in conjunction with affected Union(s). Based on the review, if the City and Union(s) determine(s) there is an ongoing need, the parties will, in good faith, collaboratively determine whether the circumstances warrant the proposal of additional regular positions.

14.14.2 The Union may grieve contracting out for work as described herein, if such contract involves work normally performed by employees covered by the Agreement.

14.15 Supervisor's Files – Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250, RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employees access to such files.

14.16 Meeting Space – Where allowable and prior arrangements have been made, the City may make available to the Unions, meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the department.

14.17 Testify before Civil Service Commission – Any individual member covered by this Agreement, who is directly involved through individual appeal, in a matter being reviewed by the Civil Service Commission, shall be allowed time during working hours without loss of pay to attend such a meeting if called to testify.

14.18 The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process.

14.18.1 Therefore, effective August 18, 2004, employees who participate in bargaining as part of the Union's bargaining team during the respective employee's work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, provided the following conditions are met:

A. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall not be applicable to this provision;

B. No more than an aggregate of one hundred fifty (150) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision;

C. If the aggregate of one hundred fifty (150) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.

14.19 Career Development - The City and the Union agree that employee career growth can be beneficial to both the City and the affected employee. As such, consistent with the interest of developing an employee's career, the City may offer employees on the job training, cross-jurisdictional training, and/or job shadowing and mentoring opportunities. Employees may engage in limited duties of other job titles, but such performance of duties will not constitute work outside of the employee's classification.

14.20 Pay for Deployed Military

A. A bargaining unit member in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as a City employee shall receive the difference between one hundred percent (100%) of their City base pay and their military pay (plus adjustments). City base pay shall include every part of wages except overtime.

B. A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted their annual paid military leave benefit and is on unpaid military leave of absence shall be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

14.21 The Union and the City agree to the following:

A. A reopener on impacts associated with revision of the Affordable Care Act (ACA);

B. For the duration of this agreement, the Union agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts.

C. For the duration of this agreement, the Union agrees to open negotiations to modify Personnel Rule 10.3.3 to include current employees in the City's criminal background check policy.

D. A reopener on changes arising from or related to the Washington Paid

Family and Medical Leave Program (Title 50A RCW) including, but not limited to, changes to the City's current paid leave benefit which may arise as a result of final rulemaking from the State of Washington, which may include changes to the draw down requirements associated with the City's Paid Family and Parental Leave programs.

E. A reopener on Seattle Center Parking.

F. Contracting out will be a part of the Labor Management Leadership Committee's work plan for 2024.

H. The City's temporary employment philosophy and practices will be part of the Labor Management Leadership Committee's 2024 work plan.

I. Work/Life Support Committee – The Work/Life Support Committee (WLSC) shall be a citywide Labor Management Committee (LMC) to promote an environment for employees that supports and enhances their ability to meet their responsibilities as employees of the City of Seattle and support their work life balance. The WLSC may provide recommendations to the Mayor and City Council on programs and policies that further support the work life balance.

1. The WLSC shall develop an annual workplan to identify programs and policies that promote a work life balance for city employees. These may include, but are not limited to, dependent care subsidy/support program for eligible employees, enhancing alternative work arrangements, flexible work hours, job sharing, on-site/near site child care, expanding definition of family for access to leave benefits, shift swaps, resource and referral services, emergency level, and back-up care. This committee may conduct and make recommendations no later than March 31 of each year.

2. The membership of WLSC shall be made up of the Mayor or designee, the Director of Labor Relations or designee, up to five Directors or designee from city departments, members designated by the Coalition of City Unions at equal numbers as the management representatives. If a CCU designee is a city employee, they shall notify their supervisor and management will not unreasonably deny the participation on paid release time on the WLSC.

3. The WLSC shall meet at least four (4) times per calendar year. The WLSC may meet more frequently if necessary if all parties agree.

4. The WLSC may establish workgroups that include other department representatives and/or subject matter experts. These subcommittees shall conform with rules established by the WLSC.

5. The WLSC and its subcommittee(s) shall not have the authority to change, amend, modify or otherwise alter collective bargaining agreements.

14.22 Telecommuting - Nothing in this Article abridges the Employer's rights enumerated within this Agreement.

Telecommuting is an arrangement in which an employee's job duties may be performed at an alternative worksite, such as the employee's residence or a satellite office located closer to the employee's residence than the primary worksite where the employee is regularly assigned.

Telework is recognized by the City and its employees as a practical, feasible and durable work alternative when it benefits the City of Seattle in one (1) or more of the following ways:

A. Maintains and enhances the delivery and resilience of City services;
B. Improves employee effectiveness, productivity and morale;
C. Maximizes utilization of City of Seattle office facilities;
D. Reduces absenteeism;
E. Promotes employee health and wellness, including ergonomic health;
F. Improves employee recruitment and retention;
G. Improves air quality and reduce traffic congestion;
H. Enhances the working life and opportunities of persons with disabilities; and
I. Other reasons as defined by the appointing authority.

14.22.1 Telecommuting Agreement - Telecommuting is encouraged but not mandated for employees, including temporary employees. Each bargaining unit member will have the opportunity to request a telecommuting agreement. The bargaining unit member must submit the request in writing to the City.

The City and the bargaining unit member will evaluate the feasibility of a request through an interactive process consistent with Personnel Rule 9.2 - Telecommuting. The City will consider all information provided by the bargaining unit member, including but not limited to health and safety, childcare, elder care and other family care, equity and transportation needs when making a decision on whether to grant a request.

When reporting to a primary worksite is required by an "in-office" weekly minimum policy, four hours work shall constitute an "in office" shift and the minimums may be met based on an average within a pay period. "In office" will include field work such as, but not limited to, inspections, public meetings, trainings, events and work at City designated facilities, provided the employee is in paid status and performing work on behalf of the City.

The employee shall report to the employing unit's primary worksite for public-facing services when so directed.

The employee shall take reasonable precautions to protect City owned equipment, if any, from theft, damage, or misuse. It remains the employer's responsibility to insure equipment used for approved telecommuting purposes.

The decision whether or not to grant a telecommuting agreement must be in writing and must include the reason(s) for the denial or approval, and provided to the employee.

Supervisors will add information about telecommuting agreement eligibility to position descriptions and job postings.

Working relationship between supervisor and employee, negative performance reviews and/or employee disciplinary history unrelated to telecommuting may not be considered as the sole basis for denial of a telecommuting agreement request unless the City has documented a nexus between the performance/discipline and the remote work request.

Denied telecommuting agreement requests will be reported to the Union. The bargaining unit member will have the opportunity to request a reconsideration of a denial to the Appointing Authority or designee.

Changes to Agreed Telecommuting Agreements – Employees approved for telecommuting acknowledge and recognize that business and/or employee needs arise that may necessitate a temporary deviation from an approved telecommuting agreement. The City or employee shall provide as much advance notice as possible. Alternative deviations may be considered and such deviations, whenever possible, should be infrequent.

The terms and conditions of individual telecommuting agreement shall be set forth in completed and signed remote work agreements with a copy provided to the Union.

The City or the bargaining unit member may terminate a telecommuting agreement, in writing, with a minimum advance notice of thirty (30) calendar days. When the City terminates a Telecommuting Agreement, the employee must receive written notification stating the reason(s) for the termination. Upon receiving written notification of termination, the employee may appeal the termination of the schedule to the department head. The employee may have a union representation during an appeal meeting.

14.23 Change Team Interest Based Bargaining - No later than sixty (60) days after the full ratification of this Agreement, the Parties agree to initiate interest-based bargaining (IBB) on the subject of Change Team co-lead compensation,

workload balance, and workplace protections. The Parties further agree that both the Director of Human Resources or designee(s), equal numbers of management and labor representatives and up to six (6) members of department Change Teams will be members of the IBB negotiation team. Upon completion of IBB, the Parties may agree by mutual consent to reopen this Agreement to incorporate agreed upon language. The Parties acknowledge that any new or modified language developed in IBB may need parameter approval from the LRPC and adoption by the Seattle City Council in order to be enforceable.

14.24 Dependent Care Taskforce - The City and the Coalition of City Unions recognize a common interest in supporting employees by increasing access to safe, affordable, and quality dependent care services.

To meet this interest, the Parties will convene a joint Task Force to study options for a possible child and dependent care benefit program, including the possibility of a multi-employer dependent care voucher program. The joint Task Force shall be made up of equal numbers of labor representatives and representatives of the City.

The Task Force assessment should include an analysis of the need for dependent care by City employees, affordability, quality, location of child and adult care providers, and the administrative infrastructure needed to oversee the program. The assessment should also include an analysis of the costs and benefits of a dependent care benefit program and possible revenue sources such as the potential excess Health Insurance Rate Stabilization Fund. By mutual agreement, the Task Force may consult with outside experts to help with the assessment.

The Task Force shall provide a written report, with its analysis and recommendations, no later than end of year 2024.

14.25 Encampment Clean-Up Safety and Compensation - The Parties agree to examine the City's safety protocols and encampment premium as each relates to homeless encampment clean-up. During the term of this Agreement, the City and impacted Coalition unions agree to meet and discuss existing practices and to consider potential improvements to the existing safety protocols and encampment premium. Should the Parties reach Agreement in principle on any changes to the safety protocols, the City agrees, subject to the approval of the City Council and the Mayor, to reduce such agreement to writing.

ARTICLE 15 -- LABOR-MANAGEMENT COMMITTEE

15.1 The City and the Union agree to establish on an ad hoc basis a joint Labor-Management Committee consisting of three representatives of the Union including the Business Manager or his representative and three representatives of the City including the Director of Labor Relations or his representative. The purpose of this Committee is to address matters of general concern to the Union and the City, as opposed to individual complaints of employees; provided, however, it is understood that the Labor-Management Committee shall function in a consultative capacity and shall not be considered a collective bargaining forum nor a decision-making body. Either the Union or the City may initiate discussion of any subject of a general nature affecting employees covered by this Agreement. Requests for such a meeting shall be made in writing by the Business Manager of the Union or the City Director of Labor Relations or their delegated representatives. The request shall include a list of attending committee members and an agenda of items to be discussed.

15.2 Labor-Management Leadership Committee - The Labor-Management Leadership Committee will be a forum for communication and cooperation between labor and management to support the delivery of high quality, cost-effective service to the citizens of Seattle while maintaining a high-quality work environment for City employees.

15.2.1 The management representatives to the Committee will be determined in accordance with the Labor-Management Leadership Committee Charter. The Coalition of City Unions will appoint a minimum of six (6) labor representatives and a maximum equal to the number of management representatives of the Committee. The co-chairs of the Coalition will be members of the Leadership Committee.

15.3 Employment Security - Labor and management support continuing efforts to provide the best service delivery and the highest-quality service in the most cost-effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing workplace issues, including administrative and service delivery productivity, efficiency, quality controls, and customer service.

15.3.1 Labor and management agree that, in order to maximize participation and results from the Employee Involvement Committees (EIC), no one will lose employment or equivalent rate of pay with the City of Seattle because of efficiencies resulting from an EIC initiative.

15.3.2 In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate the employee's rights under this Employment Security provision.

ARTICLE 16 -- WORK STOPPAGES

16.1 Work Stoppages - The City and the Union signatory to this Agreement agree that the public interest requires the efficient and uninterrupted performance of all City service, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slow down, or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions may be subject to such disciplinary actions as may be determined by the City.

16.1.1 In the event, however, that there is a work stoppage or any other interference with City functions that is not authorized by the Union, the City agrees that there shall be no liability on the part of the Union, its officers, or representatives, provided that in the event of such unauthorized action they first shall meet the following conditions:

A. Within not more than twenty-four (24) hours after the occurrence of any such unauthorized action, the Union shall publicly disavow the same by posting a notice on the bulletin boards available stating that such action is unauthorized by the Union;

B. The Union, its officers, and representatives shall promptly order its members to return to work, notwithstanding the existence of any wildcat picket line;

C. The Union, its officers, and representatives shall, in good faith, use every reasonable effort to terminate such unauthorized action;

D. The Union shall not question the unqualified right of the City to discipline or discharge employees engaging in or encouraging such action. It is understood that such action on the part of the City shall be final and binding upon the Union and its members and shall be in no case construed as a violation by the City of any provision in this Agreement.

ARTICLE 17 -- RIGHTS OF MANAGEMENT

17.1 The management of the City and the direction of the work force are vested exclusively in the City, except as may be limited by an express provision of this Agreement. Without limitation, implied or otherwise, all matters not specifically and expressly covered by this Agreement shall be administered by the City in accordance with such policy and procedure as the City from time to time may determine.

17.1.1 Except where limited by an express provision of this Agreement, the City reserves the right to manage and operate the Seattle Department of Parks and Recreation and all other City operations at its discretion. A nonexclusive listing of examples of such rights include the right to:

A. Recruit, hire, assign, transfer, promote, discharge for just cause, or layoff employees;

B. Determine the methods, processes, means, and personnel necessary for providing City services, including the increase, diminution, discontinuation, or change of operations or programs or services to be provided; the establishing of policies and procedures and revision of same; the determination of work measures and methods; the introduction of any and all new, improved, automated methods or equipment; the assignment of employees to specific jobs; the determination of job content and/or job duties; and the combination or consolidation of jobs;

C. Assign employees to perform limited responsibilities of other job titles; temporarily assign employees to a specific job or position outside the bargaining unit; and to determine appropriate work out-of-class assignments;

D. Set reasonable standards of work performance and to evaluate performance;

E. Determine and/or revise hours of work and work schedules and the location of work assignments and offices;

F. Determine the amount, if any, of job-related education expenses to be reimbursed by the employer, including tuition and other course or seminar fees, books, and travel;

G. Determine the extent to which other employee benefits, employment practices, or working conditions not mentioned herein shall be continued, revised, discontinued, and the extent to which same shall be funded within the department's budget;

H. Control the budget.

17.2 The City reserves the right to take whatever actions are necessary in emergencies to assure the proper functioning of municipal services and programs.

ARTICLE 18 -- SUBORDINATION OF AGREEMENT

18.1 The parties hereto and the employees of the City are governed by the provisions of applicable federal law, state law, and the City Charter. When any provisions thereof are in conflict with the provisions of this Agreement, the provisions of said federal law, state law, or City Charter are paramount and shall prevail.

18.2 The parties hereto and the employees of the City are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE 19 -- ENTIRE AGREEMENT

19.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

19.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically referred to or covered in this Agreement.

ARTICLE 20 -- GRIEVANCE PROCEDURE

20.1 Any dispute between the City and the Union concerning the interpretation, application, claim of breach, or violation of the express terms of this Agreement shall be deemed a contract grievance. The following outline of grievance procedures is written for a grievance of the Union against the City, but it is understood the steps are similar for a grievance of the City against the Union.

20.2 A contract grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the contract grievance procedure and be processed within the time limits set forth herein.

20.2.1 Grievances shall be filed at the Step in which there is authority to adjudicate such grievance within twenty (20) business days of the alleged contract violation. (Business days are defined as Monday through Friday excluding recognized City holidays [not to include personal holidays].)

20.3 As a means of facilitating settlement of a contract grievance, either party may include an additional member at its expense on its committee. If at any Step in the contract grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.

20.4 Failure by an employee or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided, however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

20.4.1 Temporary and intermittent employees pursuant to Section 1.2 of Article 1 may appeal matters through this grievance procedure solely for purposes of adjudicating grievances relating to the contract Sections identified in Section 1.2. The right to grieve such matters shall not include the right to grieve matters involving discipline, discharge, or layoff.

20.4.2 Where extenuating circumstances warrant and where the Union has initiated a contract grievance at Step 1 in a timely manner, should the Union fail to process the contract grievance within the allotted time limit in Step 2, Step 3, or Step 4, the Union shall be permitted once per grievance to use an additional ten (10) consecutive calendar days to supplement the time period in which to process the contract grievance at that Step of the grievance procedure. The additional ten (10) consecutive calendar day period shall commence immediately upon the expiration of the normal filing period, and a like amount of time shall be deducted from the time period in which to file the contract grievance at the next Step. The Union shall stipulate in writing when initiating the next Step of the grievance procedure that it is exercising the terms of this particular provision. The Union agrees that use of this Section shall be considered an exception that shall be

invoked rarely.

20.5 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.

20.6 A contract grievance shall be processed in accordance with the following procedure:

20.6.1 Step 1 - The contract grievance shall be reduced to written form by the aggrieved employee and/or the Union, stating the section of the agreement allegedly violated and explaining the grievance in detail. The aggrieved employee and/or the Union Representative shall present the written grievance to the employee's supervisor within twenty (20) business days of the alleged contract violation, with a copy of the grievance submitted to the Union by the aggrieved employee. The immediate supervisor should consult and/or arrange a meeting with the employee's supervisor, if necessary, to resolve the contract grievance. The parties shall make every effort to settle the contract grievance at this stage promptly. The immediate supervisor shall, in writing, answer the grievance within ten (10) business days after being notified of the grievance, with a copy of the response submitted to the aggrieved employee and the Union.

20.6.2 Step 2 - If the contract grievance is not resolved as provided in Step 1, or if the contract grievance is initially submitted at Step 2, it shall be reduced to written form, which shall include identification of the Section(s) of the Agreement allegedly violated, the nature of the alleged violation, and the remedy sought. The Union representative shall forward the written contract grievance to the division head, with a copy to the City Director of Labor Relations, within ten (10) business days after the Step 1 answer.

20.6.2.1 With Mediation:

A. At the time of aggrieved employee and/or the Union submits the grievance to the division had, the Executive Director or the employee's designee Union representative or the aggrieved employee or the division head may submit a written request for voluntary mediation assistance, with a copy to the Alternative Dispute Resolution (ADR) Coordinator, the City Director of Labor Relations, and the Union Representative. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within ten (10) business days from receipt of the request for voluntary mediation assistance, the ADR Coordinator or the employee's designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Union Representative and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the

permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in the implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the appropriate division head, and the appropriate Union Representative shall be so informed by the ADR Coordinator.

B. The parties to a mediation shall have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the collective bargaining agreement or to apply the settlement agreement to any circumstance beyond the explicit dispute applicable to said settlement agreement.

C. If the grievance is not resolved through mediation, the division head shall thereafter convene a meeting within ten (10) business days between the Union representative and aggrieved employee, together with the designated supervisor, the section manager, the department labor relations officer and any other members of management whose presence is deemed necessary by the City to a fair consideration of the alleged contract grievance. The City Director of Labor Relations or designee may attend said meeting. The division head shall give a written answer to the Union within ten (10) business days after the contract grievance meeting.

20.6.3 Step 3 - If the contract grievance is not resolved as provided in Step 2, the written contract grievance defined in the same manner as provided in Step 2 shall be forwarded within ten (10) business days after the Step 2 answer or within twenty (20) business days if initially submitted at Step 3, to the City Director of Labor Relations with a copy to the appropriate department head. The Director of Labor Relations or designee shall investigate the alleged contract grievance, and, if deemed appropriate, shall convene a meeting between the appropriate parties within ten (10) business days. The Director of Labor Relations or designee shall thereafter make a confidential recommendation to the affected department head who shall, in turn, give the Union an answer in writing ten (10) business days after receipt of the contract grievance or the meeting between the parties.

20.6.3.1 Mediation can be requested at Step 3 in the same manner as outlined in Step 2. The grievance must be filed in the time frame specified in Step 3 and responded to in the frame specified after receipt of notification from the ADR Coordinator that the grievance was not resolved through mediation.

20.6.4 Step 4 - If the contract grievance is not settled in Step 3, either of the signatory parties to this Agreement may submit the grievance to binding arbitration. It may be referred to the Federal Mediation and Conciliation Service for arbitration to be

conducted under its voluntary labor arbitration regulations. Such reference to arbitration shall be made within twenty (20) business days after the City's answer or failure to answer in Step 4 and shall be accompanied by the following information:

A. Identification of Section(s) of Agreement allegedly violated;

B. Nature of the alleged violation;

C. Question(s) that the arbitrator is being asked to decide;

D. Remedy sought.

E. In lieu of the procedure set forth in Section 20.6.4, Step 4, the City and the Union may mutually agree to select an arbitrator to decide the issue.

20.6.4.1 Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to binding arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of notification from the ADR Coordinator that the grievance was not resolved in mediation.

20.6.5 A reclassification grievance will be initially submitted by the Union, in writing, to the Director of Labor Relations, with a copy to the Department. The Union will identify in the grievance letter the name(s) of the grievant(s), their current job classification, and the proposed job classification. The Union will include with the grievance letter a Position Description Questionnaire (PDQ) completed and signed by the grievant(s). At the time of the initial filing, if the PDQ is not submitted, the Union will have sixty (60) business days to submit the PDQ to Labor Relations. After initial submittal of the grievance, the procedure will be as follows:

A. The Director of Labor Relations, or designee, will notify the Union of such receipt and will provide a date [not to exceed six (6) months from the date of receipt of the grievance] when a proposed classification determination report responding to the grievance will be sent to the Union. The Director of Labor Relations, or designee, will provide notice to the Union when, due to unforeseen delays, the time for the classification review will exceed the six (6) month period.

B. The Department Director, upon receipt of the proposed classification determination report from the Director of Labor Relations, or designee, will respond to the grievance in writing.

C. If the grievance is not resolved, the Union may, within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution:

1. The Union may submit the grievance to binding arbitration per Article 20, Section 20.6.4; or
2. The Union may request the classification determination be reviewed by the Classification Appeals Board, consisting of two members of the Classification/Compensation Unit and one Human Resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request, arrange a hearing; and, when possible, convene the hearing within thirty (30) business days. The Board will make a recommendation to the Seattle Human Resources Director with forty-five (45) business days of the appeal hearing. The Director of Labor Relations, or designee, will respond to the Union after receipt of the Seattle Human Resources Director's determination. If the Seattle Human Resources Director affirms the Classification Board's recommendation, that decision shall be final and binding and not subject to further appeal. If the Seattle Human Resources Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Article 20, Section 20.6.4.

20.7 The parties shall abide by the award made in connection with any arbitrable difference. There shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration.

20.8 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood that:

20.8.1 The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change, or modify the terms of this Agreement, and the arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

20.8.2 The decision of the arbitrator regarding any arbitrable difference shall be final, conclusive, and binding upon the City, the Union, and the employees involved.

20.8.3 The cost of the arbitrator shall be borne equally by the City and the Union and each party shall bear the cost of presenting its own case.

20.8.4 The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

20.9 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance or Law; provided, however, disciplinary action may be processed through the contract grievance procedure; provided, further, an employee covered by this Agreement must upon initiating objections relating to disciplinary action use either the contract grievance procedure contained herein (with the Union processing the grievance) or pertinent Civil Service procedures regarding disciplinary appeals. Should the

employee attempt to adjudicate the employee's objections relating to a disciplinary action through both the grievance procedure and the Civil Service Commission, the grievance shall be considered withdrawn upon first notice that an appeal has been filed before the Civil Service Commission.

20.10 The parties have agreed, through a Memorandum of Agreement, to adopt the following two procedures attached thereto that were developed by the Citywide Labor-Management Committee on Progressive Discipline:

A. Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the timelines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and

B. Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an Offer of Settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 20.8.3.

C. The parties may mutually agree to alter, amend, or eliminate these procedures by executing a revised Memorandum of Agreement.

ARTICLE 21 -- SAVINGS CLAUSE

21.1 If an Article of this Agreement or the Appendix attached thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and Addenda shall not be affected hereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article.

ARTICLE 22 -- DISCIPLINARY ACTIONS

22.1 The City may suspend, demote, or discharge an employee for just cause. The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:

A. Verbal warning;

B. Written reprimand;

C. Suspension;

D. Demotion; or

E. Termination.

Which disciplinary action is taken depends upon seriousness of the affected employee's conduct.

22.1.2 Provided the employee has received no further or additional discipline in the intervening period, a verbal warning or written reprimand may not be used for progressive discipline after two (2) years other than to show notice of any rule or policy at issue.

22.1.3 Discipline that arises as a result of a violation of workplace policies or City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence, shall not be subject to Section 22.1.2 above.

22.2 In cases of suspension or discharge, the specified charges and duration, where applicable, of the action shall be furnished to the employee in writing not later than one (1) working day after the action became or becomes effective. An employee may be suspended for just cause pending demotion or discharge action.

ARTICLE 23 -- TERM OF AGREEMENT

23.1 All terms and provisions of this Agreement shall become effective upon signature of both parties unless otherwise specified elsewhere and shall remain in full force and effect through December 31, 2026.

23.2 Notwithstanding the provisions of Section 23.1, in the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms and provisions of this Agreement shall continue to remain in full force and effect during the course of collective bargaining, until such time as the terms of a new Agreement have been consummated, or unless consistent with RCW 41.56.123, the City serves the Union with ten (10) days' notification of intent to unilaterally implement its last offer and terminate the existing Agreement.

Signed this_____day of_____, 2024

CITY OF SEATTLE, WASHINGTON
Executed Under Authority of Ordinance No._____.

By_____
Dale Cannon,
Business Manager / Secretary Treasurer
Laborers Local Union 242

By _____
Bruce Harrell, Mayor

By_____
Kathy Wilkens
Business Agent
Laborers Local Union 242

By _____
Shaun Van Eyk,
Labor Relations Director

APPENDIX A

Recreation Leaders and Attendants in Seattle Department of Parks and Recreation

A.1 Effective January 4, 2023, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Parks Rental Attn	23.91							
Rec Attendant	N/A	N/A	23.91	25.92	28.10	30.46	33.03	35.81
Rec Leader	N/A	N/A	30.27	32.87	35.47	37.99	40.53	

A.2 Effective January 3, 2024, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Parks Rental Attn	24.98							
Rec Attendant	N/A	N/A	24.98	27.09	29.36	31.84	34.51	37.42
Rec Leader	N/A	N/A	31.63	34.35	37.06	39.70	42.36	

A.3 Effective January 4, 2025, base wage rates will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%).:

A.4 Effective January 10, 2024, base wage rates will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

APPENDIX B
Lifeguards and Senior Lifeguards in Seattle Department of Parks and Recreation

B.1 Effective January 4, 2023, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Lifeguard	23.91	24.86	25.86	26.89	27.97	29.09		
Lifeguard,Sr	27.88	28.99	30.15	31.36				

(Applies to regular full-time and part-time employees.)

B.1.1 Effective January 3, 2024, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Lifeguard	24.98	25.98	27.02	28.10	29.23	30.40		
Lifeguard,Sr	29.13	30.30	31.51	32.77				

(Applies to regular full-time and part-time employees.)

B.1.2 Effective January 4, 2025, base wage rates will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%).

B.1.3 Effective January 10, 2024, base wage rates will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

B.2 The following specific working conditions shall only apply to regular full-time and part-time Senior Lifeguards and Lifeguards. (Applies to the regular Senior Lifeguards and regular Lifeguards working at the outdoor pools, beaches, and

wading pools. If provisions are not specified, they apply to both indoor pool and outdoor programs.)

B.3 In place of 5.1 – Hours - The Department retains the right to continue working split shifts. Regular work hours are 10:00 a.m. to 10:00 p.m. Hours worked over 40 hours per week shall be paid one and one-half (1½) times the base hourly rate. There shall be the flexibility to request employees work additional hours, change hours assigned, and add or delete hours with reasonable notice. Employee may be assigned to work any day, even their normal days off during the seven (7) day workweek of Wednesday through Tuesday.

B.4 Each member of the staff will be given a schedule of their working hours. Staff will be expected to remain at the pool during the specified time and may leave only when an emergency occurs or when they are authorized to do so by their supervisor. Under no conditions may the pool be left unattended when there are people in the natatorium.

B.5 In place of the third paragraph of 5.1.1 for Meal Period - Should an employee be required to work through the scheduled meal period and unable to reschedule the meal period some other time during the shift, all hours worked through the scheduled meal period shall be compensated at one and one half (1½) times the straight time rate of pay.

B.6 In place of 8.1.8.1 – Prompt Notification - The employee shall promptly notify the immediate supervisor or another appropriate person, by telephone or otherwise, on the first day off due to illness and each day thereafter unless advised otherwise by the immediate supervisor. For those absences of more than one (1) day, notification on the employee's first day off with an expected date of return shall suffice. The employee shall notify, as far as possible in advance of the scheduled time to report for work, particularly where a relief replacement is necessary when the employee is absent.

B.7 Rotation - The rotation schedule will be determined by the safety needs of the pool and are subject to the discretion of the supervisor. Work hours include rotation and non-rotation work. While not in the rotation, the lifeguard is still on duty. Casual, social discussion between lifeguards and/or pool patrons while actively guarding is prohibited.

B.8 The employee must always be aware that they are a vital part of the team that is responsible for guarding and maintaining the safety of the facility.

B.8.1 The City shall provide employees with the appropriate training in the safe operation of any equipment prior to its use.

B.9 Certifications - Certification requirements per job announcement must be in place in order to be hired, and the employee will obtain these certifications at their own

expense. (Water Safety Instructor [WSI] certification can be obtained on work release as long as it does not create an overtime situation.) Once hired, re-certification may be obtained on work release time and at City expense. (Books and materials needed for re-certification processes will be made available to be borrowed by employees.) If an employee allows their certification(s) to lapse, re-certification must be obtained on employee's own time, and at their own expense.

B.9.1 Required certifications shall be those designated as such in the current Department of Parks and Recreation Swimming Pool Manual.

B.9.2 The pool supervisor will keep a copy of certification records, cards and/or copies of WSI paperwork on file. Every six (6) months certifications will be checked and regular Senior Lifeguards and regular Lifeguards will be notified by supervisor if they need to obtain re-certification before the next six (6) month check. If regular Senior Lifeguards and regular Lifeguards let their certification lapse, they will not be able to work because of State, County, and City regulations and requirements. Regular Senior Lifeguards and regular Lifeguards with lapsed certifications will be placed on unpaid leave until their certifications are restored.

B.10 Fit for Duty - Regular Senior Lifeguards and regular Lifeguards must be physically fit and mentally prepared to perform in an emergency situation. Regular Senior Lifeguards and regular Lifeguards should always be open to improving their aquatic skills and knowledge. Regular Senior Lifeguards and regular Lifeguards will be allowed to swim at no charge in City indoor pools in order to maintain their fitness.

B.11 Beach Staff Only - Fit for Duty. Beach regular Senior Lifeguards and regular Lifeguards are required to do a minimum five hundred (500) yards swimming workout every day they work, and a recorded one hundred (100) yard swim for time each week. In addition, employees must do a boat time and paddle time once a week and record it with the supervisor. Workout will be done during the regular Senior Lifeguard's or regular Lifeguard's regularly assigned shift during time designated by supervisor. Regular Senior lifeguards and regular Lifeguards shall be paid for this time.

B.12 Training - Staff training will be conducted on a regular basis. Participation is mandatory. Occasionally employees may be asked to come into work on their normally scheduled day off to participate in a staff training session. Notification of training will be given two (2) weeks in advance.

B.13 Travel/Conference/Work Release - Attendance at training and conferences outside the city will normally be considered an eight (8) hour workday.

B.14 Body Jewelry - For the safety of aquatic staff and participants, body jewelry that could be caught, snagged or pulled must be removed or covered while guarding or teaching. Employees must not wear watches, rings, necklaces, bracelets, and other jewelry, which may potentially harm a participant or an employee.

B.15 Beach Staff Only - Call-In. Beach operations may require beach regular Senior Lifeguards and regular Lifeguards to call in to see if additional lifeguards are needed that day. Regular Senior Lifeguards and regular Lifeguards can obtain additional work hours or overtime by replying affirmatively. There will be no disciplinary action for not taking on additional hours.

B.16 Stand-By - If a part-time regular Senior Lifeguard or regular Lifeguard chooses to pick up additional work outside their regularly scheduled hours of work by teaching private lessons and/or working super-deluxe birthday party assignments, employee will be paid standby rate of pay (5.8.2) for any unpaid break sixty (60) minutes or less between these assignments. If there is a break between assignments which is over sixty (60) minutes the entire break will be on the employee's own time.

B.17 Hair - For the safety of aquatic staff and participants, hairstyles and hair lengths must allow for the unimpaired performance of job responsibilities.

B.17.1 Facial hair must be maintained at a length that will not affect the use of required facial equipment.

B.18 Bloodborne Pathogens - To reduce the risk of disease transmission, aquatic staff must wear protective gear when there is a possibility of coming in contact with bodily fluids, performing first aid or CPR. Contaminated gloves, dressings or other materials must be properly disposed of.

B.19 Hepatitis B Vaccination - Regular Senior Lifeguards and regular Lifeguards are required to obtain Hepatitis B vaccination series at Department cost or must waive that participation in writing.

B.20 Swimsuits or trunks can have a small company logo on the outer edge not to exceed one (1) square inch maximum (1"x1").

B.21 Uniforms - Appropriate lifeguard uniforms shall consist of either a solid red non-see-through suit (a one-piece tank or body suit or an appropriate two- piece athletic style tank suit) or non-see-through red boxer style trunks. Employees will be issued a whistle and a lifeguard shirt, and for the beach staff, a hat which are to be worn at all times while on duty in the rotation or out of rotation. While on duty, the staff uniform must be worn.

B.22 Premium Pays and Allowances - The following premium pays and allowances apply to all classifications covered under this Appendix.

B.22.1 Clothing Allowance - The City will pay the amount below per Agreement year to each employee to cover swimsuits and trunks. In addition, each employee shall be provided one (1) t-shirt per year to be worn on the job. One additional t-shirt

may be provided to the employee as a replacement t-shirt due to reasonable wear and tear.

A. Effective January 1, 2024, three hundred dollars ($300.00).

B.22.2 Teaching Water Exercise - Employees who are assigned to teach water exercise and/or who hold a current water exercise certificate accepted by the City of Seattle Department of Parks and Recreation shall be paid an additional hourly premium of three dollars ($3.00) while teaching water exercise.

B.22.3 Monitoring of the Facility - Employees when assigned to the monitoring of the facility and program in the absence of a higher-level supervisor for three (3) consecutive hours or more shall be paid an additional hourly premium pay of one dollar ($1.00) per hour while so assigned.

B.22.3.1 Management will make a good faith effort to assign the monitoring of the facility in a fair and equitable manner.

B.22.4 Working Split Shift - Employees working split shifts where there is greater than two (2) hours split in an eight-hour shift shall additionally receive a premium of three dollars ($3.00) for each hour worked following the (greater than two (2) hours split.

B22.5 Early Morning Lap Swim - Employees shall additionally receive a premium of ninety cents ($0.90) for each hour when working the early morning lap swim if they have not had twelve (12) hours of turnaround time from the termination of their previous day's regular shift.

B.22.6 Permanent part time employees only - Permanent part time employees may be offered additional assignments and/or hours within the same title or in other titles in the same or different facility for which they meet minimum qualifications and accept those hours on a volunteer basis. The assignment will not be deemed a "call back" and will not be subject to the split shift premium provision described in Appendix B, section 20.5 of this Agreement. Employees who voluntarily accept additional hours in a lower or different classification will be paid within that classification at the salary step closest to their rate salary step. Employees must obtain supervisor approval before working overtime and shall not be allowed to accrue compensatory time in lieu of overtime pay.

APPENDIX C
Janus Memorandum of Understanding (MOU)

The following MOU attached hereto as Appendix M and signed by the City of Seattle and the Coalition of City Unions ("Parties"), is adopted and incorporated as an Appendix to this Agreement to address certain matters with respect to membership and payroll deductions after the U.S. Supreme Court's decision in Janus v. AFSCME. The Agreement is specific and limited to the content contained within it. Nothing in the MOU is intended, nor do the Parties intend, for the MOU to change the ability to file a grievance on any matter of dispute which may arise over the interpretation or application of the collective bargaining agreement itself. Specifically, nothing in the MOU is it intended to prevent the filing of a grievance to enforce any provision of the Union Engagement and Payroll Deductions Article 3. Any limitations on filing a grievance that are set forth in the MOU are limited to actions that may be taken with respect to the enforcement of the MOU itself, and limited specifically to Section B of the MOU.

MEMORANDUM OF UNDERSTANDING
By and Between THE CITY OF SEATTLE
and
COALITION OF CITY UNIONS
(Amending certain collective bargaining agreements)

Certain Unions representing employees at the City of Seattle have formed a coalition (herein referred to as "Coalition of City Unions") to collectively negotiate the impacts of the Janus v. AFSCME Supreme Court decision and other conditions of employment with the City of Seattle (herein referred to as "City;" together the City and this Coalition of City Unions shall be referred to as "the Parties"); and,

This Coalition of City Unions for the purpose of this Memorandum of Understanding (MOU) shall include the following individual Unions, provided that the named Unions are also signatory to this MOU: the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 104; the International Union of Painters and Allied Trades District Council #5; the Inland Boatmen's Union of the Pacific; Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 117; the International Brotherhood of Electrical Workers, Local 46; the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32; the International Brotherhood of Teamsters, Local 763; the International Union of Operating Engineers, Local 286; the UNITE Hotel Employees & Restaurant Employees, Local 8; the Public Service & Industrial Employees, Local 1239; the Washington State Council of County and City Employees, Local 21; the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, Local 15; the Sheet Metal Workers International Association, Local 66; the Seattle Municipal Court Marshals' Guild; the Pacific Northwest Regional Council of Carpenters; the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289; the Seattle Parking Enforcement Officers Guild; the Seattle Police Dispatchers'

Guild; the Seattle Police Management Association; and the Seattle Police Officers' Guild.

Background

In June of 2018, the United States Supreme Court issued the Janus v. AFSCME decision. In response to this change in circumstances, this Coalition of City Unions issued demands to bargain regarding the impacts and effects of the Janus v. AFSCME Supreme Court decision.

Included in the Parties collective bargaining agreements is a subordination of agreement clause that in summary states, "It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, City Charter, and state law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal law, City Charter, or state law are paramount and shall prevail."

The parties have agreed to engage in negotiations over the impacts and effects of this change in circumstances to reflect compliance with the Janus v. AFSCME Supreme Court decision.

Agreements

Section A. Amended Union Dues and Membership Language

The Parties agree to amend and modify each of the Parties' collective bargaining agreements as follows:

Article X - Union Engagement and Payroll Deductions

The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The performance of this function is recognized as a service to the Union by the City and The City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only. The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from Union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit. The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement. At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of their bargaining unit attending the Orientation.

The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

New Employee and Change in Employee Status Notification: The City shall supply the Union with the following information on a monthly basis for new employee's: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.

Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of their dues authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the union that the terms of the employee's authorization regarding dues deduction revocation have been met. The City will refer all employee inquiries or communications regarding union dues to the appropriate Union.

Section B. Agreement on Impacts of the Janus v. AFSCME Supreme Court decision.

The Parties further agree:

1. Member Training: During each year of this agreement a Union's principal officer may request that Union members be provided with at least eight (8) hours or one (1) day, whichever is greater, of paid release time to participate in member training programs sponsored by the Union. The Parties further agree that the release of employees shall be three (3) employee representatives per each Union in an individual Department; or two percent (2%) of a single Union's membership per each department, to be calculated as a maximum of two percent (2%) of an individual Union's membership in that single department (not citywide), whichever is greater. The approval of such release time shall not be unreasonably denied for arbitrary and/or capricious reasons. When granting such requests, the City will take into consideration the operational needs of each Department. At its sole discretion, the City may approve paid release time for additional employee representatives from each Department on a case-by-case basis.

2. The Unions shall submit to the Office of Labor Relations and the Department as far

in advance as possible, but at least fourteen (14) calendar days in advance, the names of those members who will be attending each training course. Time off for those purposes shall be approved in advance by the employee's supervisor.

3. New Employees: The City shall work with the Seattle Department of Technology to develop an automated system to provide the Union with the following information within ten (10) working days after a new employee's first day of work: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate, FTE status. Until the process has been automated the departments may provide the Union notice at the same time the department notifies SDHR benefits, by sending an email to the Union providing the notice of hire. Upon automation departments may elect to not provide notice to the Unions and official notice will only be given by SDHR. The Parties agree to continue to work with departments to provide notice of new hires to the Union no later than 10 working days from the employee first day of work.

4. This agreement is specific and limited to the referenced demand to bargains and the associated negotiations related to the impacts regarding the Janus v. AFSCME decision and sets no precedent or practice by the City and cannot be used or introduced in any forum or proceeding as evidence of a precedent or a practice.

5. Issues arising over the interpretation, application, or enforceability of the provisions of this agreement shall be addressed during the Coalition labor management meetings and shall not be subject to the grievance procedure set forth in the Parties' collective bargaining agreements.

6. The provisions contained in "Section B" of this MOU will be reviewed when the current collective bargaining agreements expire. The Parties reserve their rights to make proposals during successor bargaining for a new agreement related to the items outlined in this MOA.

7. This Parties signatory to this MOU concur that the City has fulfilled its bargaining obligations regarding the demand to bargains filed as a result of the Janus v. AFSCME Supreme Court decision.

FOR THE CITY OF SEATTLE:

Jenny A. Durkan,
Mayor

~~Susan McNab,~~ Bobby Humes
Interim Seattle Human Resources Director

Laura A. Southard,
Deputy Director/Interim Labor Relations Director

SIGNATORY UNIONS:

Elizabeth Rockett, Field Representative
IU Painters and Allied Trades,
District Council #5

Natalie Kelly, Business Representative
HERE, Local 8

Andrea Friedland, Business Representative
IATSE, Local 15

Amy Bowles, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support

Ray Sugarman, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support

Shaun Van Eyk, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors

Mark Watson, Union Representative
WSCCCE, Council 2, Local 21, 21C, 21Z, 2083
& Local 21-PA Assistant

Steven Pray, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors

Kurt Swanson, Business Representative
UA Plumbers and Pipefitters Local 32

Janet Lewis, Business Representative
IBEW, Local 46

Kal Rohde, Business Representative
Sheet Metal Workers, Local 66

Brian Self, Business Representative
Boilermakers Union, Local 104

John Scearcy, Secretary-Treasurer
Teamsters, Local 117; JCC and Community
Service Officers & Evidence Warehousers

Mike Bolling, Business Representative
IU Operating Engineers, Local 286

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289
& 79

Scott A. Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC

Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security
Officers (JCC); Local 1239 Recreation Unit

Peter Hart, Regional Director
Inland Boatmen's Union of the Pacific

Dave Quinn, Business Representative
Pacific Northwest Regional Council of
Carpenters

Scott Fuquay, President
Seattle Municipal Court Marshals' Guild
IUPA, Local 600

Michael Cunningham, President
Seattle Police Dispatchers' Guild

Nanette Toyoshima, President
SPEOG, Seattle Parking Enforcement Officers'
Guild

Scott Bachler, President
Seattle Police Management Association

Kevin Stuckey, President
Seattle Police Officers' Guild

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289
& 79

Scott A. Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC

Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security Officers (JCC); Local 1239 Recreation Unit

Peter Hart, Regional Director
Inland Boatmen's Union of the Pacific

Dave Quinn, Business Representative
Pacific Northwest Regional Council of Carpenters

Scott Fuquay, President
Seattle Municipal Court Marshals' Guild
IUPA, Local 600

Michael Cunningham, President
Seattle Police Dispatchers' Guild

Nanette Toyoshima, President
SPEOG, Seattle Parking Enforcement Officers' Guild

Scott Bachler, President
Seattle Police Management Association

Kevin Stuckey, President
Seattle Police Officers' Guild

A G R E E M E N T

by and between

THE CITY OF SEATTLE

and

International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289

Effective January 1, 2023, through December 31, 2026

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ARTICLE 1 - RECOGNITION, BARGAINING UNIT AND TEMPORARY EMPLOYMENT

1.1 The City recognizes the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289 (hereinafter referred to as the Union) as the exclusive collective bargaining representative for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington for employees employed within the bargaining unit defined in Appendix "A" of this Agreement. For purposes of this Agreement and the bargaining unit described herein, the following definitions shall apply:

1.1.1 The term "employee" shall be defined to include probationary employees, regular employees, full-time employees, part-time employees and temporary employees not otherwise excluded or limited in the following Sections of this Article.

1.1.2 The term "probationary employee" shall be defined as an employee who is within their first twelve (12) month trial period of employment following their initial regular appointment within the classified service.

1.1.3 The term "regular employee" shall be defined as an employee who has successfully completed a twelve (12) month probationary period and who has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.

1.1.4 The term "full-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule of forty (40) hours per week.

1.1.5 The term "part-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule averaging at least twenty (20) hours but less than forty (40) hours per week.

1.1.6 The terms temporary employee and temporary worker shall be defined to include both temporary and less than half time employees and means a person who is employed in a temporary assignment defined as one of the following types:

A. Position Vacancy - An interim assignment(s) for up to one (1) year to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent; or

B. Interim Absence - An interim assignment for up to one (1) year to perform work associated with a regularly budgeted position when the incumbent is temporarily absent; or

C. Short-term Assignment - An assignment of up to one (1) year to perform work in response to emergency or unplanned needs such as peak workload, special project, or other short-term work that does not recur and does not continue year-to-year; or

D. Less than Half-time Assignment for seasonal, on-call, intermittent or regularly scheduled work that normally does not exceed one thousand forty (1040) hours in a year, except as provided by Personnel Rule 11; or

E. Term-limited Assignment – An assignment to perform time-limited work of more than one (1) but less than three (3) years for:

1. Special time-limited project work that is clearly outside the routine work performed in the department and that requires skills and qualifications that are not typically used by the department; or
2. Replacement of a regularly appointed employee who is assigned to special term-limited project work; or
3. Replacement of a regularly appointed employee whose absence of longer than one (1) year is due to disability time loss, military leave of absence, or authorized absence for medical reasons.
4. Replacement for a regularly appointed employee who has been released for union leave pursuant to Article 8.7.

1.1.7 Temporary workers in the following types of assignments shall cease receiving premium pay at the time indicated and begin receiving wage progression and benefits as provided in SMC 4.20.055 D.

1.1.7.1 Interim and short-term assignments after one thousand forty (1,040) regular straight time hours for the remainder of the assignment unless the Seattle Human Resources Director determines that the assignment will terminate so imminently that the benefits package would be of minimal value to the worker.

1.1.7.2 Term-limited assignments starting with the first day and for the duration of the assignment.

1.1.7.3 Any assignment that the appointing authority has proposed be converted to regular position authority regardless of the number of hours worked.

1.1.8 The term "interim basis" shall be defined as an assignment of a regular or probationary employee or employees to fill a vacancy in a position for a short period while said position is waiting to be filled by a regularly appointed employee.

1.2 Temporary employees shall be exempt from all provisions of this Agreement except Sections 1.2; 1.2.1; 1.2.2; 1.2.2.1; 1.2.2.2; 1.2.3; 1.2.3.1; 1.2.4; 1.2.5; 1.2.6; 1.2.7; 1.2.8; 1.2.9; 1.2.10; 3.1.1; 5.1.1; 5.1.2; 5.1.3; 5.2; 5.4; 5.4.1; 5.4.2; 5.4.3; 5.4.4; 5.4.5; 5.6; 8.2 for temporary employees as defined under Section

1.1.6.A-C and 1.1.6.E;11.3.2 (2); 14.5; 14.5.1; 14.6.3; 14.10; 14.11; 14.12; 14.13; 14.18; A.8; A.8.1; A.8.2; A.8.3; and Article 20, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section. Where the provisions in Personnel Rule 11 do not conflict with the expressed provisions of this Agreement, the Personnel Rule 11 shall apply and be subject to the grievance procedure as provided for in Article 20.

1.2.1 Temporary employees who are not in benefits-eligible assignments shall be paid for all hours worked at the first pay step of the hourly rates of pay set forth within Appendix A. Temporary employees who are in a benefits-eligible assignment shall receive step increases consistent with Article 4.2.1, 4.2.4 and 4.2.5.

1.2.2 Premiums Applicable Only to City of Seattle Temporary Employees who are not in benefits-eligible assignments - Each temporary employee shall receive premium pay as hereinafter set forth based upon the corresponding number of cumulative non-overtime hours worked by the temporary employee unless the employee is in a benefits eligible assignment:

A. 0001st hour through 0520th hour .....5% premium pay

B. 0521st hour through 1,040th hour .....10% premium pay

C. 1,041st hour through 2,080th hour ..... 15% premium pay (If an employee worked 800 hours or more in the previous twelve [12] months, they shall receive twenty percent [20%] premium pay.)

D. 2,081st hour + ...20% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty-five percent [25%] premium pay.)

E. The appropriate percentage premium payment shall be applied to all gross earnings.

1.2.2.1 Once a temporary employee reaches a given premium level, the premium shall not be reduced for that temporary employee as long as the employee continues to work for the City without a voluntary break in service as set forth within Section 1.2.8. Non-overtime hours already worked by an existing temporary employee shall apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the City may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.

1.2.2.2 The premium pay in Section 1.2.2 does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage shall be added on to the premium pay percentages for the temporary employee to whom it applies.

1.2.3 Medical, Dental and Vision Coverage to Temporary Employees who are not in Benefits-Eligible Positions - Once a temporary employee has worked at least one thousand forty (1,040) cumulative non-overtime hours and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, the employee may within ninety (90) calendar days thereafter elect to participate in the City's medical and dental insurance programs by agreeing to pay the required monthly premium. To participate, the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or the City, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. After meeting the requirements stated in this Section, a temporary employee shall also be allowed to elect this option during any subsequent open enrollment period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion shall be dropped from City medical and dental coverage and shall not be able to participate again while employed by the City as temporary. If a temporary employee's hours of work are insufficient for their pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

1.2.3.1 Cumulative sick leave computed at the same rate and with all benefits and conditions required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210 shall be granted to all temporary employees not eligible for fringe benefits pursuant to SMC 4.20.055 (C).

1.2.4 Holiday Work for Non-benefits Eligible-Temporary Employees - A temporary employee who works on any of the specific calendar days designated by the City as paid holidays shall be paid at the rate of one and one-half (1½) times their regular straight-time hourly rate of pay for hours worked during their scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1½) times the employee's regular straight-time rate of pay shall apply to those temporary employees who work on the weekend day specified as the holiday.

1.2.5 Benefits–Eligible Temporary Employee Holiday Pay – A temporary employee shall be compensated at his or her straight-time rate of pay for all officially recognized City holidays that occur subsequent to the employee becoming eligible for fringe benefits, for as long as the employee remains in such eligible assignment.

A. To qualify for a holiday pay, the employee must be on active pay status the normally scheduled workday before or after the holiday as provided by Section 6.2

B. Officially recognized City holidays that fall on Saturday shall be observed on the preceding Friday. Officially recognized City holidays that fall on Sunday shall be observed on the following Monday. If the City's observance of a holiday falls on a temporary employee's normal day off, the employee shall be eligible for another day off, with pay during the same workweek.

C. Temporary employees who work less than 80 hours per pay period shall have their holiday pay pro-rated based on the number of straight-time hours compensated during the preceding pay period.

D. A temporary employee shall receive two personal holidays immediately upon becoming eligible for fringe benefits, provided the employee has not already received personal holidays in another assignment within the same calendar year.

E. Personal holidays cannot be carried over from calendar year to calendar year, nor can they be cashed out.

F. A temporary employee must use any personal holidays before their current eligibility for fringe benefits terminates. If an employee requests and is denied the opportunity to use their personal holidays during the eligibility assignment, the employing unit must permit them to use and be compensated for the holidays immediately following the last day worked in the assignment, prior to termination of the assignment.

1.2.6 Premium pay set forth within Section 1.2.2 shall be in lieu of the base level of vacation and all other fringe benefits, such as sick leave benefits that exceed legal requirements, holiday pay, bereavement leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 1.2.2.2, 1.2.3, and 1.2.4.

1.2.7 The City may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the Union, provide all fringe benefits covered by the premium pay set forth within Section 1.2.2 to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 1.2.2 shall no longer be applicable to that particular group of temporary employees. The City, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the Union, provide paid vacation and/or sick leave benefits to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees without providing other fringe benefits and in such event the premium pay in Section 1.2.2 shall be reduced by a percentage amount equivalent to the value of vacation and/or sick leave benefits. The applicable amount for base- level vacation shall be recognized as four-point eight one percent (4.81%) which could be higher dependent upon accrual rate increases. The applicable amount for base-level sick leave shall be four-point six percent (4.6%). The City shall not use this option to change to and from premiums and benefits on an occasional basis. The City may also continue to provide benefits in lieu of all or part of the premiums in Section 1.2.2 where it has already been doing so and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

1.2.8 A temporary employee who is assigned to a benefits eligible assignment will receive fringe benefits in-lieu-of premium pay until the assignment is converted or terminated.

1.2.9 The premium pay provisions set forth within Section 1.2.2 shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one year (twelve [12] months or twenty-six [26] pay periods), it shall be presumed that the employee's break in service was voluntary.

1.2.10 The City may work temporary employees beyond one thousand forty (1,040) regular hours within any twelve (12) month period; provided however, the City shall not use temporary employees to supplant regular positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 1.2.2, or solely to avoid considering creation of regular positions.

1.2.10.1 In the event that an interim assignment of a temporary employee to a vacant regular position accrues more than one thousand five hundred (1500) hours or accumulates hours in eighteen (18) or more consecutive pay periods, the City shall notify the union that a labor-management meeting shall take place within two (2) weeks for the purpose of discussing the status of filling the vacant position prior to one (1) year.

1.2.11 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a regular position in a step progression pay program without a break in service greater than thirty (30) days shall have their temporary service counted towards salary step placement provided the service was in a job title corresponding to the same or higher classification in the same series as the regular appointment. In addition, a temporary employee who is in a term-limited assignment shall receive service credit for layoff purposes if the employee is immediately hired (within thirty (30) business days without a break in service) into the same job title and position after the term is completed.

1.2.12 Temporary employees covered by this Agreement are eligible to apply for all positions advertised internally.

1.2.13 A temporary employee who has worked one thousand forty (1,040) straight- time hours and is receiving benefits from the City may by mutual agreement be allowed to accrue compensatory time if the work unit in which the temporary employee is assigned has a practice/policy of accruing compensatory time. Scheduling compensatory time shall be by mutual agreement with the supervisor. If the temporary employee does not use their accrued compensatory time prior to the termination of the benefits eligible assignment, the compensatory time will be cashed out upon termination of the assignment.

1.2.14 A temporary employee who receives fringe benefits in-lieu-of premium pay may be eligible for the sick leave transfer program.

1.2.15 On an annual basis, the City will provide the Union with a copy of the Temporary Employee Utilization Report.

1.3 The City may establish on-the-job training program(s) in a different classification and/or within another bargaining unit for the purpose of providing individuals an opportunity to compete and potentially move laterally and/or upwardly into new career fields. Prior to implementation of such a program(s) relative to bargaining unit employees, the City shall discuss the program(s) with the Union and the issue of bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of either party.

1.4 As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or service to the City by various segments of its citizenry. Such programs may result in individuals performing work for the City which is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth training and/or employment programs, adult training and or employment programs, vocational rehabilitation programs, work-study and student-intern programs, court-ordered community service programs, volunteer programs and other programs with similar purposes. Some examples of such programs already in effect include Summer Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work-Study, Adopt-a-Park, Seattle Conservation Corps, and court-ordered Community Service. Individuals working for the City pursuant to such programs shall be exempt from all provisions of this Agreement.

1.4.1 The City shall have the right to implement new public employment programs or expand its current programs beyond what exists as of the effective date of this Agreement, but where such implementation or expansion involves bargaining unit work and results in a significant departure from existing practice, the City shall give thirty (30) days' advance written notice to the union of such and upon receipt of a written request from the Union thereafter, the City shall engage in discussions with the Union on concerns raised by the Union. Notwithstanding any provision to the contrary, the expanded use of individuals under such a public employment program which involves the performance of bargaining unit work within a given City department, beyond what has traditionally existed, shall not be a cause of (1) a layoff of regular employees covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by this Agreement that recently had been occupied by a regular full-time employee who performed the specific bargaining unit work now being or about to be performed by an individual under one of the City's public employment programs.

1.5 An employee who is worked out of classification or who is promoted on an interim basis from a classification falling under one bargaining unit to another bargaining unit shall remain under the jurisdiction of the initial bargaining unit until such time as their promotion becomes permanent.

ARTICLE 2 - NON-DISCRIMINATION

2.1 The City and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, sexual orientation, gender identity, veteran status, political ideology, ancestry or the presence of any sensory, mental or physical handicap unless based on a bona fide occupational qualification reasonably necessary to the operations of the City.

2.1.1 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to any gender.

ARTICLE 3 - UNION ENGAGEMENT AND PAYROLL DEDUCTIONS

3.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Council Union on behalf of the employees involved.

3.1.1 The performance of this function is recognized as a service by the City and the City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only.

3.1.2 The Union agrees to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that arise against the City for deducting dues from Union members pursuant to this Article, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

3.2 The City will provide Council Union's access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into a Council union's bargaining unit.

3.2.1 A Council Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

3.3 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Council Union representative to all employees covered by the Joint Crafts Council collective bargaining agreement.

3.3.1 At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of the bargaining unit members attending the Orientation.

3.4 The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law.

3.5 The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

3.6 New Employee and Change in Employee Status Notification – The City will

notify the Union with New Hire information as soon as possible. The City shall supply the Union with the following information on a monthly basis for new employees:

A. Name
B. Home address
C. Personal phone
D. Personal email (if a member offers)
E. Job classification and title
F. Department and division
G. Work location
H. Date of hire
I. FLSA status: Hourly or salary
J. Compensation rate

Upon transition to a new Personnel Management System (Workday) the City agrees to notify the appropriate Union with New Hire information no later than one work week after the employee's first day of work. In the event that transition is delayed or the system is unable to send weekly notification, the Parties agree to meet to discuss an alternative notification process no later than May 1, 2024.

3.6.1 The City shall also notify the Union on a monthly basis regarding employee status changes for employees who have transferred into a bargaining unit position and any employees who are no longer in the bargaining unit.

3.6.2 For employees who have transferred into the bargaining unit, the City shall supply the Union with the employee's name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.

3.7 Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of the Union dues authorization rules.

3.7.1 Every effort will be made by the City to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the Union that the terms of the employee's authorization regarding dues deduction revocation have been met.

3.7.2 The City will refer all employee inquiries or communications regarding union dues to the Union.

See also Appendix B

ARTICLE 4 - CLASSIFICATIONS AND RATES OF PAY

4.1 The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth within Appendix "A" which is attached hereto and made a part of this Agreement.

4.1.1 Effective January 4, 2023, employees' base wages will be increased by five percent (5%).

4.1.2 Effective January 3, 2024, employees base wages will be increased by four and one half percent (4.5%)

4.1.3 Effective January 4, 2025, employees base wages will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%).

4.1.4 Effective January 10, 2026, employees base wages will be increased one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

4.1.5 The base wage rates referenced above shall be calculated by applying the appropriate percentage increase to base hourly rates or as otherwise provided for herein. The rates in each Appendix are understood to be illustrative of the increases provided in Articles 4.1.1 through 4.1.4, and any discrepancies shall be governed by those Articles.

4.1.6 Employees will pay the employee portion of the required premium [listed as the WA Paid Family Leave Tax and the WA Paid Medical Leave Tax on an employee's paystub] of the Washington State Paid Family and Medical Leave Program effective December 25, 2019.

4.1.7 Language Premium Employees assigned to perform bilingual, interpretive and/or translation services for the City shall receive a two hundred dollar ($200.00) per month premium pay. The City shall ensure employees providing language access services are independently evaluated and approved. The City may review the assignment annually and may terminate the assignment at any time.

4.2 An employee, upon first appointment or assignment shall receive the minimum rate of the salary range fixed for the position as set forth within Appendix A attached hereto.

4.2.1 An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section shall be defined in terms of one month's service for each month of full-time employment, including paid absences. This provision shall not apply to temporary employees prior to regular appointment, except as otherwise provided for in Section 1.2.10 and except that step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increment shall not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2088 hours) of actual service, the employee will receive one-step increment in the higher-paid title; provided that the employee has not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class, that were properly paid per Article 5.9 of this Agreement, shall apply toward salary step placement if the employee's position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

4.2.2 Those employees who have been given step increases for periodic "work outside of classification" prior to the effective date of this Agreement shall continue at that step but shall not be given credit for future step increases, except as provided for in Section 4.2.1.

4.2.3 For employees assigned salary steps other than the beginning step of the salary range, subsequent salary increases within the salary range shall be granted after twelve (12) months of actual service from the appointment or increase, then at succeeding twelve (12) month intervals to the maximum of the salary range established for the class.

4.2.4 In determining actual service for advancement in salary step, absence due to sickness or injury or other protected basis for leave under SMC 14.16 or other laws including RCW 49.46.210, for which the employee does not receive compensation may at the discretion of the City be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the City, be credited at the rate of fifteen (15) calendar days

per year. For the purposes of this Section, time lost by reason of disability for which an employee is compensated by Industrial Insurance or Charter disability provisions shall not be considered absence. An employee who returns after layoff, or who is reduced in rank to a position in the same or another department, may be given credit for such prior service.

4.2.5 Any increase in salary based on service shall become effective upon the first day immediately following completion of the applicable period of service.

4.2.6 Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase and shall thereafter receive step increases as provided in Section 4.2.1.

4.2.7 Promotions - Effective upon the signature date of this Agreement, an employee appointed to a position in a class having a higher maximum salary shall be placed at the step in the new salary range which provides an increase closest to but not less than one salary step over the most recent step received in the previous salary range immediately preceding the promotion, not to exceed the maximum step of the new salary range; provided, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "intermittent" or "as needed". However, hours worked out-of-class shall apply toward salary step placement if the employee is appointed to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

4.2.8 An employee demoted because of inability to meet established performance standards from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary step in the lower range determined as follows:

A. If the rate of pay received in the higher class is above the maximum salary for the lower class, the employee shall receive the maximum salary of the lower range.

B. If the rate of pay received in the higher class is within the salary range for the lower class, the employee shall receive that salary rate for the lower class which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class; provided however, the employee shall receive not less than the minimum salary of the lower range.

4.2.9 An employee reduced because of organizational change or reduction in force from a regular full-time or part-time position to a position in a class having a

lower salary range shall be paid the salary rate of the lower range which is nearest to the salary rate to which the employee was entitled in their former position without reduction; provided however, such salary shall in no event exceed the maximum salary of the lower range. If an employee who has completed twenty-five (25) years of City service and who within five (5) years of a reduction in lieu of layoff to a position in a class having a lower salary range, such employee shall receive the salary the employee was receiving prior to such second reduction as an "incumbent" for so long as the employee remains in such position or until the regular salary for the lower class exceeds the "incumbent" rate of pay.

4.2.10 When a position is reclassified by ordinance to a new or different class having a different salary range, the employee occupying the position immediately prior to and at the time of reclassification shall receive the salary rate which shall be determined in the same manner as for a promotion; provided however, if the employee's salary prior to reclassification is higher than the maximum salary of the range for such new or different class, the employee shall continue to receive such higher salary as an "incumbent" for so long as the employee remains in position or until the regular salary for the classification exceeds the "incumbent" rate of pay.

4.2.11 Correction of Payroll Errors - In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two pay periods; and, upon written notice, an overpayment shall be corrected as follows:

A. If the overpayment involved only one (1) paycheck;

   1. by payroll deductions spread over two (2) pay periods; or
   2. by payments from the employee spread over two (2) pay periods.

B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than twenty-five dollars ($25) per pay period.

C. If an employee separates from the City service before an overpayment is repaid, any remaining amount due the City will be deducted from their final paycheck(s).

D. By other means as may be mutually agreed between the City and the employee, the union representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 Hours of Work - Eight (8) hours within nine (9) consecutive hours shall constitute a normal workday. There shall be no split work shifts. Work schedules shall normally consist of five (5) consecutive days followed by two (2) consecutive days' off, except for relief shift assignments, four (4) day/ten-(10) hour work schedules and other special schedules.

5.1.1 Meal Period - Employees shall receive a meal period which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's regular shift or when the employee is called in to work on their regular day off. The meal period shall be no less than one-half (½) hour nor more than one (1) hour in duration and shall be without compensation. Should an employee be required to work in excess of five (5) continuous hours from the commencement of their regular shift without being provided a meal period, the employee shall be compensated two (2) times the employee's straight-time hourly rate of pay for the time worked during their normal meal period and be afforded a meal period at the first available opportunity during working hours without compensation.

5.1.2 Rest Breaks - Employees shall receive a fifteen (15) minute rest break during the first four (4) hour period of their workday, and a second fifteen (15) minute rest break during the second four (4) hour period in their workday. Employees shall be compensated at their prevailing wage rate for time spent while on rest breaks.

5.1.3 Where work conditions require continuous staffing throughout a work shift for thirty (30) consecutive days or more the City may, in lieu of the meal period and rest periods set forth within Sections 5.1.1 and 5.1.2, provide a working meal period and working rest periods during working hours without a loss in pay so that such periods do not interfere with ongoing work requirements.

5.2 Overtime - All time worked in excess of eight (8) hours in any one (1) shift shall be paid for at the rate of two (2) times the straight-time rate of pay.

5.2.1 All time worked before an employee's regularly scheduled starting time shall be paid for at the rate of two (2) times the straight-time rate of pay.

5.2.2 All time worked on an employee's regularly scheduled days off shall be paid for at the rate of two (2) times the straight-time rate of pay.

5.2.3 Overtime shall be paid at the applicable overtime rate or by mutual consent between the employee and their supervisor in compensatory time off at the applicable overtime rate.

5.2.4 A "work week" for purposes of determining whether an employee exceeds forty (40) hours in a work week shall be a seven (7) consecutive day period of time beginning on Wednesday and ending on Tuesday except when expressly designated to begin and end on different days and times from the normal Wednesday through Tuesday work week.

5.2.5 All overtime work shall be offered to qualified regular employees in the classification before any temporary employees are asked to work overtime.

5.2.6 Management shall have the right to assign employees to Mandatory Overtime. When such assignment takes place it first shall be done on a voluntary basis within each shop for all shifts that work.

5.2.7 Provided there are not sufficient volunteers, Management may require employees to work overtime in reverse seniority based upon requisite skills necessary to perform the work within the shop.

5.2.8 In the case of Emergencies the above voluntary process piece will not apply.

5.3 Call Back - Employees who are called back to work after completing their regular shift shall be paid a minimum of four (4) hours straight-time pay for all time worked up to two (2) hours. Any time worked in excess of two (2) hours shall be paid for at double the straight-time rate of pay for actual hours worked.

Example: Zero (0) minutes to two (2) hours = four (4) hours' straight time pay. Two and one-half (2½) hours = five (5) hours straight-time pay. Four (4) hours = eight (8) hours straight-time pay.

5.3.1 Definition of a Call Back - A Call Back shall be defined as a circumstance where an employee has left the work premises at the completion of their regular work shift and is required to report back to work prior to the start of their next regularly scheduled work shift. An employee who is called back to report to work before the commencement of their regular work shift shall be compensated in accordance with the Call Back provisions of their Labor Agreement; provided however, in the event the employee is called back to report to work within two (2) hours from the starting time of their next regularly scheduled work shift, the employee shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of their next regularly scheduled work shift and the Call-Back provision shall not apply.

5.4 Meal Reimbursement - When an employee is specifically directed by the City to work two (2) hours or longer at the beginning or end of their normal work shift of at least eight (8) hours or work two (2) hours or longer at the end of their work shift of at least eight (8) hours when the employee is called in to work on their regular day off, or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from his place of residence as a result

of such additional hours of work, the employee shall be reimbursed for the "reasonable cost" of such meal in accordance with Seattle Municipal Code (SMC) 4.20.325. An employee is not eligible for meal reimbursement if the City provides the employee a meal. In order to receive reimbursement, the employee must furnish the City with a dated original itemized receipt from the establishment indicating the time of the meal no later than the end of the following pay period; otherwise, the employee shall be paid a minimum of twenty dollars ($20) in lieu of reimbursement for the meal.

5.4.1 To receive reimbursement for a meal under this provision, the following rules shall be adhered to:

A. Said meal must be eaten within a reasonable time after completion of the overtime work. Meals shall not be saved, consumed and claimed at some later date.

B. In determining "reasonable cost" the following shall also be considered:
   1. The time period during which the overtime is worked.
   2. The availability of reasonably priced eating establishments at that time.
   3. The employee's dietary needs.

C. The City shall not reimburse for the cost of alcoholic beverages.

5.4.2 In lieu of any meal compensation as set forth within this Section, the City may, at its discretion, provide a meal.

5.4.3 When an employee is called out to the field or a City facility in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to their normal eight (8) hour work shift, said employee shall be eligible for meal reimbursement pursuant to Sections 5.4, 5.4.1 and 5.4.2; provided however, if the employee is not given time off to eat a meal within a reasonable time after completion of the overtime, the employee shall be paid a minimum of twenty dollars ($20) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation.

5.4.4 Meal reimbursement while on Travel Status - An employee shall be reimbursed for meals while on travel status at the federal per diem rate. An employee will not be required to submit receipts for meals and may retain any unspent portion of an advance cash allowance for meals.

5.5 When management deems it necessary, work schedules may be established other than Monday through Friday; provided however, that where workweeks other than the basic departmental workweek schedules in force on the effective date of this Agreement are deemed necessary, the change(s) and reason therefore shall be provided to the Union at least forty-eight (48) hours in advance and, upon request, such change(s) shall be discussed with the Union. At least forty-eight (48) hours advance notification shall be afforded the Union

and the affected employees when shift changes are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first shift worked under the new schedule.

5.5.1 Definitions: For the purpose of this section the following definitions apply:

A. Work Schedule - This is an employee's assigned workdays, work shift, and days off.

B. Workday - This is an employee's assigned day(s) of work.

C. Work Shift - This is an employee's assigned hours of work in a workday.

D. Days Off - This is an employee's assigned non-working days.

5.5.2 Extended Notice Work Schedule Change - At least fourteen (14) calendar days' advance notification shall be afforded affected employees when work schedule changes lasting longer than thirty (30) calendar days are required by the City. The fourteen (14) calendar day advance notice may be waived by mutual agreement of the employee and management, with notice to the Union.

5.5.3 Short Notice Work Schedule Change - At least forty-eight (48) hours advance notification shall be afforded affected employees when work schedule changes lasting less than thirty (30) calendar days are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first work shift worked under the new schedule.

5.5.4 Short Notice Work Shift Change - At least forty-eight (48) hours advance notification shall be afforded affected employees when work shift changes lasting less than thirty (30) calendar days are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first work shift worked under the new schedule.

5.6 Implementation of a four (4) day, forty (40) hour or other alternative work schedule shall be subject to terms and conditions established by each department. The appointing authority may terminate alternative work schedules when the schedule ceases to meet the business needs of the employing unit. In administering the four (4) day, forty (40) hour work schedule or other alternative work schedule, overtime shall be paid for any hours worked in excess of ten (10) hours per day or forty (40) hours per week. It will be clearly established whether an alternative work schedule is applicable for a temporary employee.

5.6.4 For employees who work a four (4) day, forty (40) hour work week or other alternative work schedule, the following shall apply:

If a holiday is observed on a Saturday or on a Friday that is the normal day off, the holiday will be taken on the last normal workday. If a holiday is observed on a Monday that is the normal day off or on a Sunday, the holiday will be taken on the next normal workday. This schedule will be followed unless the employee and their supervisor determine that some other day will be taken off for the holiday; provided, however, that in such case the holiday time must be used no later than the end of the following pay period. If the holiday falls on a Tuesday, Wednesday, or Thursday that is the employee's normal scheduled day off, the holiday must be scheduled off no later than the end of the following pay period.

5.7 Any past, present or future work schedule in which an employee, by action of the City, receives eight (8) hours pay for less than eight (8) hours work per day may be changed by the City, at any time, so as to require such an employee to work eight (8) hours per day for eight (8) hours pay.

5.8 Standby Duty - Whenever an employee is placed on Standby Duty by the City, the employee shall be available at a predetermined location to respond to emergency calls and when necessary, report as directed by departmental policy. Employees who are placed on Standby Duty by the City shall be paid at a rate of ten percent (10%) of the employee's straight-time hourly rate of pay. When an employee is required to return to work while on Standby Duty the Standby Duty pay shall be discontinued for the actual hours on work duty and compensation shall be provided in accordance with Section 5.3. An employee may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties.

5.9 Work Outside of Classification - Effective January 1, 2023, work out of class is a management tool, the purpose of which is to complete essential public services whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a position.

5.9.4 When the duties of the higher-paid position are clearly outside the scope of an employee's regular classification for a period of three consecutive (3) hours or longer in any one (1) work week, the employee shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class rate shall be determined in the same manner as for a promotion.

5.9.5 Proper authority shall be a supervisor and/or Crew Chief, who has been designated the authority by a manager or director directly above the position which is being filled out of class, and who has budget management authority of the work unit.

5.9.6 The City shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. (If an employee is mistakenly assigned out-of-class who does not meet the above qualifications, the City will stop the practice immediately once discovered and will see that the out-of-class is paid for work already performed).

5.9.7 The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months for any one position. The six (6) month period may be exceeded under the following circumstances: 1) when a hiring freeze exists and vacancies cannot be filled; 2) extended industrial or off-the-job injury or disability; 3) when a position is scheduled for abrogation; or 4) a position is encumbered (an assignment in lieu of a layoff).

5.9.8 When such circumstances require that an out-of-class assignment be extended beyond six (6) months for any one position, the City shall notify the union which represents the employee who is so assigned and/or the body of work which is being performed on an out-of-class basis. After nine (9) months, the union which represents the body of work being performed out of class must concur with any additional extension of the assignment. The union that represents the body of work will consider all requests on a good faith basis.

5.9.10 The practice of no out-of-class pay for paid leave will continue except that any sick leave taken in lieu of working a scheduled out-of-class assignment, regardless of the length of the 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.

5.9.11 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. When employees voluntarily apply for and voluntarily accept a position in a lower-level classification, they shall receive the salary rate for the lower class, which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class. For such temporary period, the employee shall continue to pay dues to the union of the higher class. The overtime provisions applicable are those of the contract covering the bargaining unit position of the work being performed on an overtime basis. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as their primary class, across union jurisdictional lines, with no change to their regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement and payment for absences do not apply in these instances.

5.9.12 An employee who is temporarily unable to perform the regular duties of their classification due to an off-the-job injury or illness may opt to perform work within a lower-paying classification dependent upon the availability of such work and subject to the approval of the City. The involved employee shall receive the salary rate for the lower class which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class.

5.9.13 The City shall make a reasonable effort to accommodate employees who have an off-the-job injury or illness with light-duty work if such work is available.

5.9.14 Out-of-class work shall be formally assigned in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties which would otherwise constitute an out-of-class assignment. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of their own classification, if the employee is not formally assigned to perform the duties on an out-of-class basis.

5.9.5.1 No employee may assume the duties of the higher-paid position without being formally assigned to do so except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to their department director for retroactive payment of out-of-class pay. The decision of the department director as to whether the duties were performed and whether performance thereof was appropriate shall be final.

ARTICLE 6 - HOLIDAYS

6.1 The following days, or days in lieu thereof, shall be recognized as paid holidays:

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Indigenous Peoples' Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th

Two Personal Holidays (for employees with 0-9 years of service)
Four Personal Holidays (for employees that have at least 18,720 regular hours of service)

6.1.1 Whenever any paid holiday falls upon a Sunday, the following Monday shall be recognized as the paid holiday. Whenever any paid holiday falls upon a Saturday, the preceding Friday shall be recognized as the paid holiday; provided however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 6.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 6.4 shall be made only once per affected employee for any one holiday.

6.1.2 A permanent part-time employee shall receive paid holiday time off (or paid time off in lieu thereof) based upon straight-time hours compensated during the pay period immediately prior to the pay period in which the holiday falls. The amount of paid holiday time off for which the part-time employee is eligible shall be in proportion to the holiday time off provided for full-time employees. For example, a full-time employee working eighty (80) hours per pay period would be eligible for eight (8) hours off with pay on a holiday while a part-time employee who works forty (40) hours during the pay period preceding the holiday would be eligible for four (4) hours off with pay.

6.2 To qualify for holiday pay, City employees shall have been on pay status their normal workday before or their normal workday following the holiday; provided however, employees returning from non-pay leave who start work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of

work.

6.3 A Personal Holiday shall be used during the calendar year as a regular holiday. Use of the Personal Holiday shall be requested in writing. When the Personal Holiday has been approved in advance and is later canceled by the City with less than a thirty (30) day advance notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay pursuant to Section 6.4 for all time worked on the originally scheduled Personal Holiday.

6.4 An employee who has been given at least forty-eight (48) hours advance notification and who is required to work on a holiday shall be paid for the holiday at their regular straight-time hourly rate of pay and, in addition, the employee shall receive one and one-half (1½) times their regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive one and one-half (1½) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

6.5 In the event an employee is required to work without having been given at least a forty-eight (48) hours advance notification on a holiday the employee normally would have off with pay, said employee shall be paid for the holiday at their regular straight-time hourly rate of pay and, in addition, the employee shall receive two (2) times their regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive two (2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

ARTICLE 7 - ANNUAL VACATION

7.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 7.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

7.2 Regular pay status is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time and sick leave. At the discretion of the City, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation. Time lost by reasons of disability for which an employee is compensated by Industrial Insurance or Charter Disability provisions shall not be considered absence. An employee who returns after layoff shall be given credit for such prior service.

7.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

7.4

COLUMN NO. 1 ACCRUAL RATE		COLUMN NO. 2 ANNUAL EQUIVALENT VACATION FOR FULL-TIME EMPLOYEE			COLUMN NO. 3 MAXIMUM VACATION BALANCE
Hours on Regular Pay Status	Vacation Earned Per Hour Hours	Years of Service	Work Days Per Year	Work Hours Per Year	Maximum
0 through 08320	.0460	0 through 4	12	(96)	192
08321 through 18720	.0577	5 through 9	15	(120)	240
18721 through 29120	.0615	10 through 14	16	(128)	256
29121 through 39520	.0692	15 through 19	18	(144)	288
39521 through 41600	.0769	20	20	(160)	320
41601 through 43680	.0807	21	21	(168)	336
43681 through 45760	.0846	22	22	(176)	352
45761 through 47840	.0885	23	23	(184)	368
47841 through 49920	.0923	24	24	(192)	384
49921 through 52000	.0961	25	25	(200)	400
52001 through 54080	.1000	26	26	(208)	416
54081 through 56160	.1038	27	27	(216)	432
56161 through 58240	.1076	28	28	(224)	448
58241 through 60320	.1115	29	29	(232)	464
60321 and over	.1153	30	30	(240)	480

Effective sixty (60) calendar days after full ratification of this replacement contract, the above table shall be superseded and replaced with the following vacation accrual rate table:

Accrual Years/Hours	Vacation Days	Hours per Year	Maximum Hours
Year 0-3 / 0-6,240	12	96	192
Year 4-7 / 6,241-14,560	16	128	256
Year 8-13 / 14,561-27,040	20	160	320
Year 14-18 / 27,041-37,440	23	184	368
Year 19 / 37,440 -39,520	24	192	384
Year 20 / 39,521-41,600	25	200	400
Year 21 / 41,601 – 43,680	26	208	416
Year 22 / 43,681 – 45,760	27	216	432
Year 23 / 45,761 – 47,840	28	224	448
Year 24 / 47,841 – 49,920	29	232	464
Year 25+ - 49,921+	30	240	480

7.5 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which the employee became eligible and may accumulate a vacation balance which shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

7.6 Employees may, with Department approval, use accumulated vacation with pay upon accrual.

7.7 In the event that the City cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee shall continue to accrue vacation for a period of up to three (3) months if such exception is approved by both the Department Head and the Seattle Human Resources Director in order to allow rescheduling of the employee's vacation. In such cases the Department Head shall provide the Seattle Human Resources Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period shall be allowed.

7.8 “Service year” is defined as the period of time between an employee's date of hire and the one-year anniversary date of the employee's date of hire or the period of time between any two (2) consecutive anniversaries of the employee's date of hire thereafter.

7.9 The minimum vacation allowance to be taken by an employee shall be one-half

(½) of a day, or at the discretion of the Department Head, such lesser amount as may be approved by the Department Head.

7.10 An employee who separates from City service for any reason shall be paid in a lump-sum for any unused vacation the employee has accrued.

7.11 Upon the death of an employee in active service, pay shall be allowed for any vacation earned in the preceding year and in the current year and not taken prior to the death of such employee.

7.12 Where an employee has exhausted their sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider for absences of more than three (3) continuous days. Employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.

7.13 The Department Head shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department but which accommodate the desires of the employees to the greatest degree feasible.

ARTICLE 8 - SICK LEAVE, BEREAVEMENT LEAVE AND EMERGENCY LEAVE

8.1 Sick Leave – Sick leave shall be defined as paid time off from work for a qualifying reason under Article 8.1. of this Agreement. Employees shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not to exceed forty (40) hours per week. If an employee's overall accrual rate falls below the accrual rate required by SMC 14.16 (Paid Sick and Safe Time) the employee shall be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of SMC 14.16. New employees entering City service shall not be entitled to use sick leave with pay during the first thirty (30) days of employment but shall accrue sick leave credits during such thirty (30) day period. An employee is authorized to use paid sick leave for hours that the employee was scheduled to have worked for the following reasons:

A. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventive care; or as otherwise required by SMC 14.16 and other applicable laws such as RCW 49.46.210; or

B. To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code SMC 4.24.005 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by SMC 14.16 and other applicable laws such as RCW 49.46.210; or

C. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such reason, or as otherwise required by SMC 14.16 and other applicable laws such as RCW 49.46.210.

D. Absences that qualify for leave under the Domestic Violence Leave Act, Chapter 49.76 RCW.

E. The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or

F. The non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for purposes of adoption, including any time away from work prior to or following placement of the child to satisfy legal or regulatory requirements for the adoption.

Sick leave used for the purposes contemplated by Article 8.1.E and F must end before the first anniversary of the child's birth or placement.

8.1.1 Abuse of paid sick leave or use of paid sick leave not for an authorized reason may result in denial of sick leave payment and/or discipline up to and including termination.

8.1.2 Unlimited sick leave credit may be accumulated.

8.1.3 Upon retirement, a portion of an employee's unused sick leave accruals will be directed in accordance with the VEBA provisions set forth in Section 8.4 of this Article.

8.1.3.1 Cash payments of unused sick leave may be deferred for a period of one (1) year or less, providing the employee notifies the Department Human Resources Office of their desires at the time of retirement. Request for deferred cash payments of unused sick leave shall be made in writing.

8.1.4 Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to their designated beneficiary.

8.1.5 Change in position or transfer to another City department shall not result in loss of accumulated sick leave. An employee reinstated or re-employed within one (1) year in the same or another department after termination of service, except after dismissal for cause, resignation or quitting, shall be credited with all unused sick leave accumulated prior to such termination.

8.1.5.1 Regular or benefits eligible temporary employees who are reinstated or rehired within twelve (12) months of separation in the same or another department after any separation, including dismissal for cause, resignation, or quitting, shall have unused accrued sick leave reinstated as required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210.

8.1.6 In order to receive paid sick leave for reasons provided in Article 8.1.A – 8.1.D, an employee shall be required to provide verification that the employee's use of paid sick leave was for an authorized purpose, consistent with SMC 14.16 and other applicable laws such as RCW 49.46.210. However, an employee shall not be required to provide verification for absences of less than four consecutive days.

8.1.7 Conditions Not Covered - Employees shall not be eligible for sick leave when:

A. Suspended or on leave without pay and when laid off or on other non-pay status; or

B. Off work on a holiday; or

C. An employee works during his free time for an Employer other than the City of Seattle and their illness or disability arises therefrom.

8.1.8 Prerequisites for Payment - The following applicable requirements shall be fulfilled in order to establish an employee's eligibility for sick leave benefits.

8.1.8.1 Prompt Notification - The employee shall promptly notify the immediate supervisor, by telephone or otherwise, on the first day off due to illness and each day thereafter unless advised otherwise by the immediate supervisor. For those absences of more than one day, notification on their first day off with an expected date of return shall suffice. The employee shall advise the supervisor of any change in expected date of return. If an employee is on a special work schedule, particularly where a relief replacement is necessary when the employee is absent, the employee shall notify the immediate supervisor as far as possible in advance of the scheduled time to report for work.

8.1.8.2 Notification While on Paid Vacation or Compensatory Time Off - If an employee is injured or is taken ill while on paid vacation or compensatory time off, the employee shall notify their department on the first day of disability that they will be using sick leave. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented for absences greater than three (3) continuous days.

8.1.8.3 Claims to Be in 15-minute Increments - Sick leave shall be claimed in fifteen (15) minute increments to the nearest full fifteen (15) minute increment, a fraction of less than eight (8) minutes being disregarded. Separate portions of absence interrupted by a return to work shall be claimed on separate application forms.

8.1.8.4 Limitations of Claims - All sick leave claims shall be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee shall not exceed the employee's sick leave accumulation as shown on the payroll for the pay period immediately preceding their illness or disability. It is the responsibility of their department to verify that sick leave accounts have not been overdrawn; and if a claim exceeds the number of hours an employee has to their credit, the department shall correct their application.

8.1.8.5 Rate of Pay for Sick Leave Used - An employee who uses paid sick leave shall be compensated at the straight time rate of pay as required by SMC 14.16 and other applicable laws such as RCW 49.46.210. 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. For employees who use paid sick leave hours that would have been overtime if worked, the City will apply requirements of Seattle Municipal Code 14.16 and applicable laws such as RCW 49.46.210. (See also Articles 5.8 and 5.9.10 and A.8.3 for sick leave use and rate of pay for standby duties, out-of-class assignments and shift premium).

8.1.8.6 Sick Leave Transfer Program - Employees shall be afforded the option to transfer and/or receive sick leave in accordance with the terms and conditions of the City's Sick Leave Transfer Program as established and set forth by City Ordinance. All benefits and/or rights existing under such program may be amended and/or terminated at any time as may be determined appropriate by the City. All terms, conditions and/or benefits of such program shall not be subject to the grievance procedure.

8.2 Bereavement Leave - All employees covered by this Agreement are allowed forty (40) hours off without salary deduction for bereavement purposes in the event of the death of any relative. Bereavement leave may be used in full day increments or increments of one (1) hour, at the employee's discretion. Bereavement leave must be used within one (1) year; employees may submit for exceptions to this within thirty (30) days (requests that come in after the 30 days will be considered) of the death if they know they will need longer than one (1) year to use leave for that event. This benefit is prorated for less-than-full time employees.

8.2.1 For purposes of this Section, "relative" is defined as any person related to the employee by blood, marriage, adoption, fostering, guardianship, in loco parentis, or domestic partnership.

8.3 Emergency Leave - One (1) day or a portion thereof per Agreement year without loss of pay may be taken off subject to approval of the employee's Supervisor and/or Department Head when it is necessary that the employee be immediately off work to attend to one of the following situations, either of which necessitates immediate action on the part of the employee:

A. The employee's spouse, domestic partner, child, parents, or grandparents has unexpectedly become seriously ill or has had a serious accident; or

B. An unforeseen occurrence with respect to the employee's household (e.g., fire or flood or ongoing loss of power). "Household" shall be defined as the physical aspects, including pets, of the employee's residence or vehicle.

C. The emergency leave benefit must also be available to the employee in the event of inclement weather or natural disaster within the City limits or within the city or county in which the member resides that makes it impossible or unsafe for the employee to physically commute to their normal work site at the start of their normal shift.

D. A "day" of emergency leave may be used for separate incidents in one (1) hour increments. The total hours compensated under this provision, however, shall not exceed eight (8) hours in a contract year.

8.4 Paid Parental Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, "Paid Parental Leave," may take leave for bonding with their new child.

8.5 Retirement VEBA - Each bargaining unit will conduct a vote to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) to provide post-retirement medical expense benefits to members who retire from City service.

8.5.1 Contributions from Unused Paid Time off at Retirement

A. Eligibility-to-Retire Requirements:
   1. 5 – 9 years of service and are age 62 or older
   2. 10 – 19 years of service and are age 57 or older
   3. 20 – 29 years of service and are age 52 or older
   4. 30 years of service and are any age

B. The City will provide each bargaining unit with a list of its members who are expected to meet any of the criteria in paragraph A above as of December 31, 2026.

C. If the members of the bargaining unit who have met the criteria described in paragraph A above vote to require VEBA contributions from unused paid time off, then all members of the bargaining unit who are eligible to retire and those who become eligible during the life cycle of this contract shall, as elected by the voting members of the bargaining unit:

   1. Contribute 35% of their unused sick leave balance into the VEBA upon retirement; or
   2. Contribute 50% of their unused vacation leave balance into the VEBA upon retirement; or
   3. Contribute both 35% of their unused sick leave balance and 50% of their unused vacation leave balance upon retirement.

D. If the members of the bargaining unit who have satisfied the eligibility-to-retire requirements described in paragraph A above as of December 31, 2026, do not vote to require VEBA contributions from unused sick leave, members may either:

   1. Transfer 35% of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan, subject to the terms of the Plan and applicable law; or
   2. Cash out their unused sick leave balance at 25% to be paid on their final paycheck.

E. In either case, the remaining balance of the member's unused sick leave will be forfeited.

8.5.2 Contributions from Employee Wages (all regular employees who are part of the bargaining unit)

A. Each bargaining unit will conduct a vote for all regular employees, as defined in the City's employer personnel manual, to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) for active employees to participate in an Active VEBA. Once they begin participating in the VEBA, employees may file claims for eligible expenses as provide under the terms of the VEBA.

B. If the bargaining unit votes to require VEBA contributions from employee wages, then all members of the bargaining unit shall, as elected by the bargaining unit as to all of its members, make a mandatory employee contribution of one of the amounts listed below into the VEBA while employed by the City:

1. $25 per month, or
2. $50 per month.

8.5.2.1 Allocation of Responsibility - The City assumes no responsibility for the tax consequences of any VEBA contributions made by or on behalf of any member. Each union that elects to require VEBA contributions for the benefit of its members assumes sole responsibility for insuring that the VEBA complies with all applicable laws, including, without limitation, the Internal Revenue Code, and agrees to indemnify and hold the City harmless for any taxes, penalties and any other costs and expenses resulting from such contributions.

8.6 Sabbatical Leave and VEBA - Members of a bargaining unit that votes to accept the VEBA **and** who meet the eligible-to-retire criteria are not eligible to cash out their sick leave at 25% as a part of their sabbatical benefit. Members who do not meet the eligible-to-retire criteria may cash out their sick leave at 25% in accordance with the sabbatical benefit.

8.7 Union Leave - Upon written request, a regular employee elected or appointed to a Union office that requires all of their time will be given a leave of absence without pay from work, not to exceed one (1) year, with approval of the appointing authority based on the business needs of the department. The appointing authority will respond to such requests in writing within fourteen (14) calendar days. Should the appointing authority reject a request for Union Leave, the written response will include an explanation of the business need for the denial. Requests for Union Leave will not be unreasonably denied.

Leave may not be approved for more than one (1) employee at a time per Department. To be eligible for union leave under this provision, the employee must not currently be serving a probation or trial service.

A regular employee designated by the Union to serve on official union business that requires a part of their time will be given a leave of absence without pay from work, provided it can be done without detriment to City services and at least forty-eight (48) hours written notice is given to the Director. The employee will not suffer a loss of bargaining unit seniority rights and will accumulate the same during such leave.

The parties agree that at the City's sole discretion, the leave may be terminated in the event of layoff. The City will provide one month notice before recalling an employee. The parties further agree that the City may at its sole discretion hire term limited temporary employees to backfill for the absent employee.

8.7 Paid Family Care Leave – SMC 4.29, Paid Family Care Leave, which includes "Bea's Law" is here by incorporated by reference into this Agreement.

8.8 Shared Sick Leave Pool - The City will standardized the current sick leave transfer ("donation") program across all City departments through the following actions:

A. Standardization of:

B. Forms

C. Processing templates

D. FAQs

E. Interdepartmental donation of sick leave

F. Anonymizing sick leave requests for potential recipients

G. Anonymizing sick leave donations from contributors

The intent of the program is to create a mandatory and uniform system that will function across departments as the established protocol for all sick leave donation requests and donations. The City agrees to perform this standardization using a Labor-Management Committee ("LMC") meeting, which will work in consultation with appropriate subject matter experts ("SMEs"), including but not limited to Seattle Human Resources, FAS Citywide Payroll and Business Systems, ITD HRIS and Race and Social Justice SMEs. The City further agrees to convene the LMC no later than 90 days from execution of this Agreement and to meet no less than monthly on the standardization process beginning in the month following the initial convening of the LMC.

H. SPFML Top-Up - Employees receiving SPFML may use any of their accrued paid and/or granted leave ("leave") to supplement the SPFML benefit payment, up to 100% of their weekly salary paid by the City of Seattle. The use of such leave to augment the SPFML benefit shall be called

"supplemental leave pay." Use of Leave by an employee to supplement SPFML is strictly voluntary. The City cannot require an employee to use accrued leave to supplement SPFML benefits.

Supplemental Leave Pay Utilization Process

1. Leave for the purposes of this proposal, is defined as all accrued and/or granted leave as set forth and defined in the City of Seattle Municipal Code Title 4 (Personnel) Sections 4.24 through 4.34 (vacation, sick leave, floating, merit, comp time, executive, etc.).

2. Supplemental leave pay may be accessed starting the first pay period after the City has received the final SPFML claim determination notice from the Washington State Employment Security Department ("ESD").

3. Supplemental Leave Supplemental leave can be used by employees based on the date range signified in the SPFML eligibility letter. For instances in which that date has passed, employees can submit time sheet correction requests to add the use of supplemental leave, as defined above. No time sheet corrections or reactivity shall be applied to any date or SPFML prior to the execution of this Agreement.

4. The use of supplemental leave to "top-up" an employee's SPFML benefit shall not exceed the amount of accrued and/or granted leave the employee has available in their balances.

5. The use of accrued and/or granted paid leave to supplement the SPFML benefit will be available in 15 minute increments, except for when the accrued and/or granted paid Leave the employee requests to be used to supplement the SPFML must be used in full day increments as specified by a given collective bargaining agreement or by City code or Personnel rules (e.g. personal holidays), and then shall be only available in full-day increments.

6. An employee must have already accrued the paid/granted leave they seek to use for the pay period in which they seek to use it.

7. It is the employee's responsibility for determining whether they have the accrued/ and or granted leave they seek to use in a given pay period to supplement the SPFML.

8.9 Change Team IBB – No later than sixty (60) days after the full ratification of this Agreement, the Parties agree to initiate interest-based bargaining (IBB) on the subject of Change Team co-lead compensation, workload balance, and workplace protections. The Parties further agree that both the Director of Human Resources or designee(s), equal numbers of management and labor representatives and up to six (6) members of department Change Teams will be

members of the IBB negotiation team. Upon completion of IBB, the Parties may agree by mutual consent to reopen this Agreement to incorporate agreed upon language. The Parties acknowledge that any new or modified language developed in IBB may need parameter approval from the LRPC and adoption by the Seattle City Council in order to be enforceable.

8.10 Dependent Care Task Force - The City and the Coalition of City Unions recognize a common interest in supporting employees by increasing access to safe, affordable, and quality dependent care services.

To meet this interest, the Parties will convene a joint Task Force to study options for a possible child and dependent care benefit program, including the possibility of a multi-employer dependent care voucher program. The joint Task Force shall be made up of equal numbers of labor representatives and representatives of the City.

The Task Force assessment should include an analysis of the need for dependent care by City employees, affordability, quality, location of child and adult care providers, and the administrative infrastructure needed to oversee the program. The assessment should also include an analysis of the costs and benefits of a dependent care benefit program and possible revenue sources such as the potential excess Health Insurance Rate Stabilization Fund. By mutual agreement, the Task Force may consult with outside experts to help with the assessment.

The Task Force shall provide a written report, with its analysis and recommendations, no later than end of year 2024.

8.11 Encampment Clean-Up Safety and Compensation – The Parties agree to examine the City's safety protocols and encampment premium as each relates to homeless encampment clean-up. During the term of this Agreement, the City and impacted Coalition unions agree to meet and discuss existing practices and to consider potential improvements to the existing safety protocols and encampment premium. Should the Parties reach Agreement in principle on any changes to the safety protocols, the City agrees, subject to the approval of the City Council and the Mayor, to reduce such agreement to writing.

ARTICLE 9 - INDUSTRIAL INJURY OR ILLNESS

9.1 Any employee who is disabled in the discharge of their duties and if such disablement results in absence from their regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.

9.1.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to their sick leave or vacation or other paid leave account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation or other paid leave may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation or other paid leave is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability equals or extends beyond fourteen (14) calendar days, then (1) any accrued sick leave, vacation, or other paid leave utilized due to absence from their regular duties as provided for in this section shall be reinstated and the employee shall be paid in accordance with Section 9.1 which provides payment at the eighty percent (80%) rate, or (2) if no sick leave, vacation, or other paid leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 9.1.

9.1.2 Such compensation shall be authorized by the Seattle Human Resources Director or their designee with the advice of such employee's Department Head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

9.1.3 In no circumstances will the amount paid under these provisions exceed an employee’s gross pay minus mandatory deductions (taxes, retirement). This provision shall become effective when SMC 4.44 - Disability Compensation is revised to incorporate this limit.

9.1.4 Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for and attend medical appointments and treatments and meetings related to rehabilitation, and work

hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

9.1.5 The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) calendar days after notification to the employee.

9.2 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay, but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 9.1. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 9.1.

9.3 Any employee eligible for the benefits provided by SMC 4.44 whose disability prevents him/her from performing their regular duties, but in the judgment of their physician could perform duties of a less strenuous nature, shall be employed at their normal rate of pay in such other suitable duties as the Department Head shall direct, with the approval of such employee's physician until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

9.4 Sick leave shall not be used for any disability herein described except as allowed in Section 9.1.

9.5 The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.

9.6 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 R.C.W.

9.7 The parties agree either may reopen for negotiation the terms and conditions of this Article.

ARTICLE 10 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

10.1 The following shall define terms used in this Article:

10.1.1 Probationary Period - A twelve (12) month period of employment following an employee's initial regular appointment within the Civil Service to a position.

10.1.2 Regular Appointment - The authorized appointment of an individual to a position covered by Civil Service.

10.1.3 Trial Service Period/Regular Subsequent Appointment - A twelve (12) month trial period of employment of a regular employee beginning with the effective date of a subsequent, regular appointment from one classification to a different classification; through promotion or transfer to a classification in which the employee has not successfully completed a probationary or trial service period; or rehire from a Reinstatement Recall List to a department other than that from which the employee was laid off.

10.1.4 Regular Employee - An employee who has successfully completed a twelve (12) month probationary period and has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause or retirement.

10.1.5 Revert - To return an employee who has not successfully completed their trial service period to a vacant position in the same class and former department (if applicable) from which the employee was appointed.

10.1.6 Reversion Recall List - If no such vacancy exists to which the employee may revert, the employee will be removed from the payroll and their name placed on a Reversion Recall List for the class/department from which the employee was removed.

10.2 Probationary Period/Status of Employee - Employees who are initially appointed to a position shall serve a probationary period of twelve (12) months.

10.2.1 The probationary period shall provide the department with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the position, and to terminate any employee whose work performance fails to meet the required standards.

10.2.2 An employee shall become regular after having completed their probationary period unless the individual is dismissed under provisions of Section 10.3 and Section 10.3.1.

10.2.3 An employee’s probationary period may be extended up to six (6) additional months by written mutual agreement between the department, the employee

and the Union, subject to approval by the Seattle Human Resources Director prior to the expiration of the initial twelve (12) month probationary period.

10.3 Probationary Period/Dismissal - An employee may be dismissed during their probationary period after having been given written notice five (5) working days prior to the effective date of dismissal. However, if the department believes the best interest of the City requires the immediate dismissal of the probationary employee, written notice of only one (1) full working day prior to the effective date of the dismissal shall be required. The reasons for the dismissal shall be filed with the Seattle Human Resources Director and a copy sent to the Union.

10.3.1 An employee dismissed during their probationary period shall not have the right to appeal the dismissal. When proper advance notice of the dismissal is not given, the employee may enter an appeal (for payment of up to five (5) days' salary), which the employee would have otherwise received had proper notice been given. If such a claim is sustained, the employee shall be entitled to the appropriate payment of salary but shall not be entitled to reinstatement.

10.4 Trial Service Period - An employee who has satisfactorily completed their probationary period and who is subsequently appointed to a position in another classification shall serve a twelve (12) month trial service period, in accordance with Section 10.1.3.

10.4.1 The trial service period shall provide the department with the opportunity to observe the employee's work and to train and aid the employee in adjustment to the position, and to revert such an employee whose work performance fails to meet required standards.

10.4.2 An employee who has been appointed from one classification to another classification within the same or different department and who fails to satisfactorily complete the trial service period shall be reverted to a vacant position within that department and classification from which the employee was appointed.

10.4.3 Where no such vacancy exists, such employee shall be given fifteen (15) calendar days' written notice prior to being placed on a Reversion Recall List for their former department and former classification and being removed from the payroll.

10.4.4 An employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the department, the employee and the Union, subject to approval by the Seattle Human Resources Director prior to expiration of the trial service period.

10.4.5 Employees who have been reverted during the trial service period shall not have the right to appeal the reversion.

10.4.6 The names of regular employees who have been reverted for purposes of re-employment in their former department shall be placed upon a Reversion Recall List for the same classification from which they were promoted or transferred for a period of one (1) year from the date of reversion.

10.4.7 If a vacancy is to be filled in a department and a valid Reversion Recall List for the classification for that vacancy contains the name(s) of eligible employees who have been removed from the payroll from that classification and from that department, such employees shall be reinstated in order of their length of service in that classification. The employee who has the most service in that classification shall be the first reinstated.

10.4.8 An employee whose name is on a Valid Reversion Recall List for a specific job classification who accepts employment with the City in that same job classification shall have their name removed from the Reversion Recall List. Refusal to accept placement from a Reversion Recall List to a position the same, or essentially the same, as that which the employee previously held shall cause an employee's name to be removed from the Reversion Recall List, which shall terminate rights to reemployment under this Reversion Recall List provision.

10.4.9 An employee whose name is on a valid Reversion Recall List who accepts employment with the City in another class and/or department shall have their name removed from the Reversion Recall List.

10.4.10 A reverted employee shall be paid at the step of the range which the employee normally would have received had the employee not been appointed.

10.5 Subsequent Appointments During Probationary Period Or Trial Service Period
If a probationary employee is subsequently appointed in the same classification from one department to another, the receiving department may, with approval of the Seattle Human Resources Director, require that a complete twelve (12) month probationary period be served in that department. If a regular employee or an employee who is still serving a trial service period is subsequently appointed in the same classification from one department to another, the receiving department may, with the approval of the Seattle Human Resources Director, require that a twelve (12) month trial service period be served in that department.

10.5.1 If a probationary employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month probationary period in the new classification. If a regular employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month trial service period in the new classification.

10.5.2 Within the same department, if a regular employee is appointed to a higher classification while serving in a trial service period, the trial service period for the lower classification and the new trial service period for the higher classification shall overlap provided that the higher and lower classifications are in the same or a closely related field. The employee shall complete the term of the original trial service period and be given regular status in the lower classification. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

10.5.3 Within the same department, if a probationary employee is regularly appointed to a higher classification while serving in a probationary period, the probationary period and the new trial service period for the higher classification shall overlap provided the higher and the lower classifications are in the same or a closely related field. The employee shall complete the term of the original probationary period and be given regular standing in the lower class. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

10.6 The probationary period shall be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness or other protected leave under SMC 14.16 or other laws including RCW 49.46.210, vacations, jury duty, and military leaves shall not result in an extension of the probationary period, but upon approval of the Seattle Human Resources Director, an employee's probationary period may be extended so as to include the equivalent of a full twelve (12) months of actual service where there are numerous absences.

10.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 11.

ARTICLE 11 - TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL

11.1 Transfers - The transfer of an employee shall not constitute a promotion except as provided in Section 11.1.2(5).

11.1.1 Intra-departmental Transfers - An appointing authority may transfer an employee from one position to another position in the same class in their department without prior approval of the Seattle Human Resources Director, but must report any such transfer to the Seattle Department of Human Resources within five (5) days of its effective date.

11.1.2 Other transfers may be made upon consent of the appointing authorities of the departments involved and with the Seattle Human Resources Director's approval as follows:

A. Transfer in the same class from one department to another.

B. Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.

C. Transfer, in lieu of layoff, may be made to a position in the same class to a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular, trial service or probationary employee is not displaced. The employee subject to layoff shall have this opportunity to transfer provided there is no one on the Reinstatement Recall List for the same class for that department. If there is more than one employee eligible for transfer in lieu of layoff in the same job title, the employee names shall be placed on a layoff transfer list in order of job class seniority. Eligibility to choose this opportunity to transfer is limited to those employees who have no rights to other positions in the application of the layoff language herein including Section 11.3.4.

1. A department will be provided with the names of eligible employees and their job skills. The department will fill the position with the most senior employee with the job skills needed for the position. The department may test or otherwise affirm the employee has the skills and ability to perform the work.

2. An employee on the layoff transfer list who is not placed in another position prior to layoff shall be eligible for placement on the Reinstatement Recall List pursuant to Section 11.4.

D. Transfer, in lieu of layoff, may be made to a single position in another class in the same or a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular, trial service or probationary employee is not displaced.

E. Transfer, in lieu of layoff, may be made to a single position in another class when such transfer would constitute a promotion or advancement in the service provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service or probationary employee is not displaced and when transfer in lieu of layoff under Section 11.1.2.(4) is not practicable.

F. The Seattle Human Resources Director may approve a transfer under Sections 11.1.2 (1), (2), (3), (4) or (5) above with the consent of the appointing authority of the Receiving Department only, upon a showing of the circumstances justifying such action.

G. Transfer may be made to another similar class with the same maximum rate of pay in the same or a different department upon the Director's approval of a written request by the appointing authority.

11.1.2.1 Employees transferred pursuant to the provisions of Section 11.1.2 shall serve probationary and/or trial service periods as may be required in Article 10, Sections 10.5, 10.5.1, 10.5.2, and 10.5.3.

11.1.3 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular employees shall be given priority consideration for lateral transfer to any open position in the same classification within their department.

11.1.4 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular part-time employees shall be given priority consideration for full-time positions in the same classification which become available within their department.

11.2 Voluntary Reduction - A regularly appointed employee may be reduced to a lower class upon their written request stating their reason for such reduction, if the request is concurred in by the appointing authority and is approved by the Seattle Human Resources Director. Such reduction shall not displace any regular, trial service or probationary employee.

11.2.1 The employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 11.5. Upon a showing, concurred in by the appointing authority of the department that the reason for such voluntary reduction no longer exists, the Seattle Human Resources Director may restore the employee to their former status.

11.3 Layoff - The City shall notify the Union and the affected employees in writing at least two (2) weeks in advance whenever possible, when a layoff is imminent within the bargaining unit.

11.3.1 Layoff for purposes of this Agreement shall be defined as the interruption of employment and suspension of pay of any regular, trial service or probationary employee because of lack of work, lack of funds or through reorganization. Reorganization when used as a criterion for layoff under this Agreement shall be based upon specific policy decision(s) by legislative authority to eliminate, restrict or reduce functions or funds of a particular department.

11.3.2 In a given class in a department, the following shall be the order of layoff:

A. Interim appointees

B. Temporary or intermittent employees not earning service credit.

C. Probationary employees*****

D. Trial service employees* (who cannot be reverted in accordance with Section 10.4.2.)

E. Regular employees* in order of their length of service, the one with the least service being laid off first.

***** Except as their layoff may be affected by military service during probation.

11.3.3 However, the City may lay off out of the order described above for one or more of the reasons cited below:

A. Upon showing by the appointing authority that the operating needs of the department require a special experience, training, or skill.

B. When (1) women or minorities are substantially underrepresented in an "EEO" category within a department; or (2) a planned layoff would produce substantial underrepresentation of women or minorities; and (3) such layoff in normal order would have a negative, disparate impact on women or minorities; then the Seattle Human Resources Director shall make the minimal adjustment necessary in the order of layoff in order to prevent the negative disparate impact.

11.3.4 At the time of layoff, a regular employee or a trial service employee (per 11.3.2 above) shall be given an opportunity to accept reduction (bump) to the next lower class in a series of classes in their department or the employee may be transferred as provided in Section 11.1.2(3). An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 11.5.

11.4 Recall - The names of regular, trial service, or probationary employees who have been laid off shall be placed upon a Reinstatement Recall List for the same class and for the department from which laid off for a period for one (1) year from the date of layoff.

11.4.1 Anyone on a Reinstatement Recall List who becomes a regular employee in the same class in another department shall lose their reinstatement rights in their former department.

11.4.2 Refusal to accept work from a Reinstatement Recall List shall terminate all rights granted under this Agreement; provided, no employee shall lose reinstatement eligibility by refusing to accept appointment in a lower class.

11.4.3 If a vacancy is to be filled in a given department and a Reinstatement Recall List for the classification for that vacancy contains the names of eligible employees who were laid off from that classification, the following shall be the order of the Reinstatement Recall List:

A. Regular employees laid off from the department having the vacancy in the order of their length of service. The regular employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.

B. Trial service employees laid off from the department having the vacancy in the order of their length of service. The trial service employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.

C. Probationary employees laid off from the department having the vacancy without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.

D. Regular employees laid off from the same classification in another City department and regular employees on a Layoff Transfer List. The regular employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 10, Section 10.4 shall apply.

E. Trial service employees laid off from the same classification in another City department and trial service employees on a Layoff Transfer List. The trial service employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 10, Section 10.4 shall apply.

F. Probationary employees laid off from the same classification in another City department and probationary employees on the Layoff Transfer List without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.

G. The City may recall laid-off employees out of the order described above upon showing by the appointing authority that the operating needs of the department require such experience, training, or skill.

H. The Union agrees that employees from other bargaining units whose names are on the Reinstatement Recall List for the same classifications shall be considered in the same manner as employees of these bargaining units provided the Union representing those employees has agreed to a reciprocal right to employees of these bargaining units. Otherwise, this section shall only be applicable to those positions that are covered by this Agreement.

11.4.4 Nothing in this Article shall prevent the reinstatement of any regular, trial service, or probationary employee for the purpose of appointment to another lateral title or for voluntary reduction in class as provided in this Article.

11.5 For purposes of layoff, service credit in a class for a regular employee shall be computed to cover all service subsequent to their regular appointment to a position in that class and shall be applicable in the department in which employed and specifically as follows:

A. After completion of the probationary period, service credit shall be given for employment in the same, equal or higher class, including service in other departments and shall include temporary or intermittent employment in the same class under regular appointment prior to permanent appointment.

B. A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position.

C. Service credit shall be given for previous regular employment of an incumbent in a position which has been reallocated and in which the employee has been continued with recognized standing.

D. Service credit shall be given for service prior to an authorized transfer.

E. Service credit shall be given for time lost during:
   1. Jury Duty;
   2. Disability incurred in line of service;
   3. Illness or disability compensated for under any plan authorized and paid for by the City;
   4. Service as a representative of the Union affecting the welfare of City employees;
   5. Service with the armed forces of the United States, including but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

11.5.1 No service credit shall be given:

A. For service of a regular employee in a lower class to which the employee has been reduced and in which the employee has not had regular standing, except from the time of such reduction.

B. For any employment prior to a separation from the Civil Service other than by a resignation which has been withdrawn within sixty (60) days from the effective date of the resignation and such request for withdrawal bears the favorable recommendation of the appointing authority and is approved by the Seattle Human Resources Director.

11.6 The City agrees to support employees facing layoff by providing the Project Hire program during the term of this Agreement. If a department is hiring for a position in which the employee is qualified, and if no business reason would otherwise make the employee unsuitable for employment, the employee will be interviewed for the vacancy. This provision does not create any guarantee or entitlement to any position. The Project Hire guidelines apply.

ARTICLE 12 - HEALTH CARE, DENTAL CARE, LIFE AND LONG-TERM DISABILITY INSURANCE

12.1 Effective January 1, 2023, the City shall provide medical, dental, and vision plans (with Kaiser Standard, Kaiser Deductible, Aetna Traditional, Aetna Preventative and Dental of Washington as self-insured plans, and Dental Health Services, and Vision Services Plan) for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. For calendar years 2023, 2024, 2025, and 2026, the selection, addition and/or elimination of medical, dental, and vision benefit plans, and changes to such plans including, but not limited to, changes in benefit levels, co-pays and premiums, shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

12.1.1 An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 12.1 or similar programs as determined by the Labor-Management Health Care Committee.

12.1.2 For calendar years 2019, 2020, and 2021, the City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor- Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.

12.1.3 Employees who retire and are under the age of 65 shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.

12.1.4 New, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).

12.2 Life Insurance - The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows:

12.2.1 Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used

for benefit of employees' participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employees' share of the monthly premiums or for life insurance purposes otherwise negotiated.

12.2.2 Whenever the Group Term Life Insurance Fund contains substantial rebate monies which are earmarked pursuant to Sections 12.2 or 12.2.1 to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact.

12.2.3 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.

12.3 Long Term Disability - The City shall provide a Long-Term Disability (LTD) Insurance program for all eligible employees for occupation and non-occupational accidents or illnesses. The City shall pay the full monthly premium cost of a base plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first six hundred sixty-seven dollar ($667.00) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum eight thousand three hundred thirty-three dollars [$8,333.00] per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.

12.3.1 During the term of this Agreement, the City may, at its discretion change or eliminate the insurance carrier for any long-term disability benefits covered by Section 12.3 and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.

12.3.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2023 for the base plan; provided further, such cost shall not exceed the maximum limitation on the City's premium obligation per calendar year as set forth within Section 12.3.

12.4 Long-Term Care - The City may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.

12.5 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.

12.6 Labor-Management Health Care Committee - A Labor-Management Health Care Committee was established and became effective January 1, 2001, by the parties. This Committee is responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall operate and exercise its appropriate decision-making authorities consistent with said Memorandum of Agreement and decide whether to administer other City-provided insurance benefits.

ARTICLE 13 – RETIREMENT

13.1 Pursuant to Ordinance 78444 as amended, all employees shall be covered by the Seattle City Employees Retirement System (SCERS).

13.2 Effective January 1, 2017, consistent with Ordinance 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

ARTICLE 14 - GENERAL CONDITIONS

14.1 Mileage Allowance - An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes for all miles driven in the course of City business on that day with a minimum guarantee of five (5) miles.

14.1.1 The per mile mileage reimbursement rate shall be adjusted up or down to reflect the current rate.

14.1.2 In those situations where an employee within a particular job classification is regularly scheduled every shift to report to a headquarter site and to a job site at a different location and/or to report to more than one job site within the course of one shift, the employing department shall provide the necessary transportation. As an alternative, if the employing department requires the employee to drive their personal automobile to the job sites, special mileage provisions may be negotiated on a case-by-case basis.

14.2 Skagit Conditions - When City Light employees working at the Skagit facilities are prevented (due to impassable roads on Skagit Project, or similar conditions) from returning to their regular place of residence after completing their workday or shift, the Department shall provide the employee with suitable food and quarters at no cost to the employees. In addition, the Department shall pay one hour's pay per day, at the employee's regular hourly rate, for each day away from their regular residence.

14.2.1 Skagit Conditions – City Light employees traveling to a work site other than where they are normally assigned shall travel in Department vehicles or vessels on Department time.

14.3 City Light Department Out-of-Town Rules - When an employee, crews, or any part of a crew or crews, regularly assigned to a headquarter inside the distribution area is or are to be shifted to any location outside the Seattle distribution area to perform a specific job, the following conditions shall prevail:

A. Acceptable board and lodging shall be furnished by the Department.

B. Time consumed in traveling to and from Seattle and the work location shall be considered part of the workday. Any time consumed in this travel to and from Seattle outside of regular working hours shall be at the overtime rate of pay.

C. The normal workweek shall be Monday through Friday. Hours of work shall be 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch. Other workweeks and hours may be established if necessary, in order to coordinate with other forces.

D. An employee regularly assigned to the Seattle distribution area shall not be assigned to work at any headquarters outside that area for more than thirty (30) working days out of any ninety (90) working days.

E. At least forty-eight (48) hours' notice shall be given the employees for assignment to work outside the Seattle distribution area, except in an extreme emergency.

F. In order to coordinate work schedules, personnel temporarily assigned to the Boundary Project shall be paid one-half (½) hour extra pay per day at the straight-time rate as compensation for travel between the work site and the board and lodging facility.

14.4 Union Visitation - The Union Representative of the Union party to this Agreement may, after notifying the City official in-Charge, visit the work location of employees covered by this Agreement at any reasonable time during working hours. For purposes of this Section, "City official in-Charge" shall mean the supervisor in-charge of the work area to be visited or, if the work area is located outside of the corporate limits of the City of Seattle, the "City official in-Charge" shall mean the official in-charge of that particular facility (e.g., Skagit Project), or, the official designated by the affected department. The Union representative shall limit their activities during such visit to matters relating to this Agreement. Such visits shall not interfere with work functions of the department. City work hours shall not be used by employees and/or the Union representative for the conduct of Union business or the promotion of Union affairs other than hereinbefore stated.

14.5 Union Shop Stewards - The Union party to this Agreement may appoint a shop steward in the various City departments affected by this Agreement. Immediately after appointment of its shop steward(s), the Union must furnish the Seattle Department of Human Resources and the affected Department(s) with a list of those employees who have been designated as shop stewards and their area of responsibility. Failure to provide such a list and/or disagreement over the number and/or area of responsibility of shop stewards between the City and the Union covered by this Agreement shall result in non-recognition by the City of the appointed shop stewards in question. The City must notify the Union within fifteen (15) calendar days of receipt of the Union's list or revised list if it objects to the number and/or area of responsibility of appointed shop stewards. Where there is a disagreement over the number and/or area of responsibility of appointed shop stewards, said issues shall be discussed between the City and the Union. If the parties cannot mutually resolve their differences, the issues shall be submitted to the Labor-Management Committee for final resolution. The

list shall also be updated as needed. Shop stewards shall perform their regular duties as such but shall function as the Union's representative on the job solely to inform the Union of any alleged violations of this Agreement and process grievances relating thereto; provided however, temporary employees may serve as shop stewards to inform the Union of any alleged violations of this Agreement that apply to temporary employees only and may process grievances relating thereto. The shop steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours.

14.5.1 Shop stewards shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement, but under no circumstances shall shop stewards interfere with orders of the Employer or change working conditions.

14.6 Safety Standards - All work shall be done in a competent and professional tradesperson manner, and in accordance with the State of Washington Safety Codes and the City of Seattle Safety Rules which shall be complied with.

14.6.1 The practice of safety as it relates to City employees and equipment shall be paramount and in accordance with Washington Industrial Safety and Health Act (WISHA) standards.

14.6.2 The minutes of safety meetings shall be posted on the department bulletin boards.

14.6.3 No employee shall be required to operate unsafe equipment or work with unsafe material where adequate safeguards are not provided. An employee shall not be disciplined or suffer a loss of wages if any of the conditions described herein actually prevail. Upon determination or suspicion that the equipment or material is unsafe where safeguards are inadequate, the employee shall report such to the supervisor immediately. If the supervisor determines that the equipment or material is safe because the safeguards are adequate and the employee still has a concern, then the departmental Safety Officer shall be called upon to make a final determination.

14.6.4 Citywide Health and Safety Committee - The Employer and the Coalition of City Unions (“CCU”) shall form a City-wide health and safety committee. CCU member unions shall appoint no more than ten (10) members of the committee. The Employer shall appoint a maximum of 10 members to the committee. The committee shall convene at least quarterly. The Parties may meet more frequently by mutual agreement.

14.6.5 Safety Committees - Each City department will form joint safety committees in accordance with WISHA requirements at each permanent work location where there are eleven (11) or more employees. Where there is need, safety committees may also be formed at division levels, and/or unit levels, however these shall not replace the departmental safety committee.

When setting up safety committee elections, a department will notify the unions represented at that location and the union shall have 14 days to provide the City with a list of union appointed members proportionate to their representation at the location. Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the appropriate Appointing Authority for review and action, as necessary. The Appointing Authority or designee will report follow-up action/information to the Safety Committee.

14.6.5.1 The parties agree that training on personal safety is an appropriate topic for discussion at a labor management meeting.

14.7

14.7 Employee Workplace Safety – The City shall make reasonable efforts to provide an environment free from violence, harassment and other hazardous conditions When the Union or employee(s) report a hazardous conditions in the City operated workplace, the City shall conduct a risk assessment to identify potential hazards and make efforts to mitigate any findings. Both the risk assessment and mitigation plan will be shared with the impacted labor Unions.

Recognizing the health and safety impacts of climate change to workers and the community, City Departments shall follow OSHA/WISHA guidelines and recommendations in order to create written worksite safety plans to prevent heat-related illness and ensure emergency preparedness for employees in the event of extreme outdoor heat.

Ergonomic Assessments

At the request of an employee, the Employer will ensure that an ergonomic assessment of the employee's workplace is completed in City facilities. Solutions to identified issues/concerns will be implemented within available resources.

Air Quality Assessments

Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with the safety committee section above.

Pandemic Health and Safety

The City will follow guidelines as set by the CDC and local Public Health entities with regard to any pandemic or disease outbreak.

14.8 Bulletin Boards - The City, upon written request from the Union relative to a specific City department which employs individuals covered by this Agreement, shall provide bulletin board space for the use of the Union.

14.9 Investigatory Interviews - When an employee is required by the City to attend an interview conducted by the City for purposes of investigating an incident which may lead to discipline/discharge of that employee because of that particular incident, the employee shall have the right to request that the employee be accompanied at the investigatory interview by a representative of the Union. If the employee makes such a request, the request shall be made to the City representative conducting the investigatory interview. The City, when faced with such a request, may:

A. Grant the employee's request, or

B. Deny the employee's request but, in doing so, stop and/or cancel the investigatory interview.

14.9.1 In construing this Section, it is understood that:

A. The City is not required to conduct an investigatory interview before discipline or discharging an employee.

B. The City does not have to grant an employee's request for Union representation when the meeting between the City and the employee is not investigatory but is solely for the purpose of informing an employee of a disciplinary/discharge decision that the City has already made relative to that employee.

C. The employee must make immediate arrangements for Union representation when their request for representation is granted.

D. An employee shall attend investigatory interviews scheduled by the City at reasonable times and reasonable places.

14.10 Career Development - The City and the Union agree that employee career growth can be beneficial to both the City and the affected employee. As such, consistent with training needs identified by the City and the financial resources appropriated therefore by the City, the City shall provide educational and training opportunities for employee career growth. Each employee shall be responsible for utilizing those training and educational opportunities made available by the City or other institutions for the self- development effort needed to achieve personal career goals.

14.10.1 The City and the Union shall meet bi-annually to discuss the utilization and effectiveness of City-sponsored training programs and any changes to same which pertain to employees covered by this Agreement. The City and the Union shall use such meetings as a vehicle to share and to discuss problems and possible solutions to upward mobility of employees covered by this Agreement and to identify training programs available to employees covered by this Agreement. The committee shall be comprised of an equal number of

participants from labor as from management and shall not exceed three participants from either side.

14.11 Uniforms - The City shall provide and clean uniforms on a reasonable basis whenever employees are required by the City to wear uniforms.

14.12 Footwear Allowance –The City shall pay the amounts in A through C below, per Agreement year for each regular full-time employee as partial reimbursement for the cost of purchasing or repairing protective or other specified footwear or other work gear (example: rain-gear, gloves etc.) when such items are required by the City. Requests for reimbursement of such footwear or gear shall be accompanied by an itemized receipt showing the amount and place of purchase or repair. An employee who does not use the full amount in one calendar year may carry over the remaining balance to the next year for use in addition to the amount allocated for that year. This carryover shall extend for the three (3) calendar years of the Agreement, but not into the ensuing year after the expiration of the Agreement. Temporary employees who qualify for the "0521st hour through 1040th hour" level of premium pay or greater as set forth within Section 1.2.2, shall be eligible for receipt of the footwear or gear allowance every other year subject to the conditions set forth herein for receipt of same by regular employees. Gear does not include articles of clothing already being issued.

A. Effective January 1, 2023, three hundred dollars ($300.00)

B. Effective January 1, 2024, three hundred twenty-five dollars ($325.00).

C. Effective January 1, 2025, three hundred fifty dollars ($350.00).

D. Effective January 1, 2026, three hundred seventy-five dollars ($375.00

E. During the PERC year (calendar year 2027), a boot/footwear reimbursement shall be $375.00.

F. For 2023, employees may submit receipts for their corresponding annual reimbursements at the 2024 annual reimbursement amounts and may rollover any remaining balance to the next year for use during the term of this agreement, including into the ensuing year after the expiration of the agreement.

14.13 Identification Cards - Picture identification cards may be issued to employees by the City, and if so, shall be worn in a sensible, but conspicuous place on their person by all such employees. Any such picture identification cards shall identify the employee by first name and last name initial (or at the employee's option, first name initial and last name), employee number, job title, and photograph only. The City shall pay the replacement fee for a card that is lost no more frequently than once in any eighteen (18) month period of time. Otherwise, if the card is lost or mutilated by the employee, there shall be a replacement fee of

thirty dollars ($30) to be borne by the employee. The cost of replacing the card damaged due to normal wear and tear shall be borne by the City and shall not be the responsibility of the employee.

14.14 Telecommuting – Nothing in this Article abridges the Employer's rights enumerated within this Agreement.

Telework

Telework is recognized by the City and its employees as a practical, feasible and durable work alternative when it benefits the City of Seattle in one (1) or more of the following ways:

A. Maintains and enhances the delivery and resilience of City services;

B. Improves employee effectiveness, productivity and morale;

C. Maximizes utilization of City of Seattle office facilities;

D. Reduces absenteeism;

E. Promotes employee health and wellness, including ergonomic health;

F. Improves employee recruitment and retention;

G. Improves air quality and reduce traffic congestion;

1. Enhances the working life and opportunities of persons with disabilities; and

2. Other reasons as defined by the appointing authority.

14.15 Telecommuting Agreement – Telecommuting is encouraged but not mandated for employees, including temporary employees. Each bargaining unit member will have the opportunity to request a telecommuting agreement. The bargaining unit member must submit the request in writing to the City.

The City and the bargaining unit member will evaluate the feasibility of a request through an interactive process consistent with Personnel Rule 9.2 - Telecommuting. The City will consider all information provided by the bargaining unit member, including but not limited to health and safety, childcare, elder care and other family care, equity and transportation needs when making a decision on whether to grant a request.

When reporting to a primary worksite is required by an "in-office" weekly minimum policy, four hours work shall constitute an "in office" shift and the minimums may be met based on an average within a pay period. "In office" will

include field work such as, but not limited to, inspections, public meetings, trainings, events and work at City designated facilities, provided the employee is in paid status and performing work on behalf of the City.

The employee shall report to the employing unit's primary worksite for public-facing services when so directed.

The employee shall take reasonable precautions to protect City owned equipment, if any, from theft, damage, or misuse. It remains the employer's responsibility to insure equipment used for approved telecommuting purposes.

The decision whether or not to grant a telecommuting agreement must be in writing and must include the reason(s) for the denial or approval, and provided to the employee.

Supervisors will add information about telecommuting agreement eligibility to position descriptions and job postings.

Working relationship between supervisor and employee, negative performance reviews and/or employee disciplinary history unrelated to telecommuting may not be considered as the sole basis for denial of a telecommuting agreement request unless the City has documented a nexus between the performance/discipline and the remote work request.

Denied telecommuting agreement requests will be reported to the Union. The bargaining unit member will have the opportunity to request a reconsideration of a denial to the Appointing Authority or designee.

Changes to Agreed Telecommuting Agreements – Employees approved for telecommuting acknowledge and recognize that business and/or employee needs arise that may necessitate a temporary deviation from an approved telecommuting agreement. The City or employee shall provide as much advance notice as possible. Alternative deviations may be considered and such deviations, whenever possible, should be infrequent.

The terms and conditions of individual telecommuting agreement shall be set forth in completed and signed remote work agreements with a copy provided to the Union.

The City or the bargaining unit member may terminate a telecommuting agreement, in writing, with a minimum advance notice of thirty (30) calendar days. When the City terminates a Telecommuting Agreement, the employee must receive written notification stating the reason(s) for the termination. Upon receiving written notification of termination, the employee may appeal the termination of the schedule to the department head. The employee may have a union representation during an appeal meeting.

14.16 The City reserves the right to open Article 14.14 for the purpose of negotiating changes to employee parking and fees to address incentives for High Occupancy Vehicle (HOV) parking and disincentives for Single Occupancy Vehicle (SOV) parking and other matters as may be necessary for an effective commute trip reduction program, as required by the City of Seattle Ordinance and State Law RCW 70.94.521-551.

14.17 Metro Passes – The City will provide a transit subsidy benefit consistent with SMC 4.20.370.

14.17.1 Effective January 1, 2020, the Commute Trip Reduction ("CTR") parking benefit cost to the employee will increase from seven dollars ($7.00) to ten dollars ($10.00).

14.18 On or about May 1st of each calendar year, the City shall provide the Union with a current listing of all employees within the bargaining unit.

14.19 If the job responsibilities of the classification of work to which an employee is regularly appointed or is assigned on an out-of-class basis involves the driving of vehicles requiring the driver to have a State Commercial Driver's License (CDL), fees charged by the State for acquiring the license shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal. The City will pay, as a maximum amount, the rates charged by City-identified clinics for the physical exam required to obtain or renew the license on City time. Employees shall be notified of clinics offering the physical exam at this reimbursement rate. If an employee is covered by a City medical plan which includes coverage for physical exams, the employee shall have the exam form completed through the plan's providers (Group Health or Aetna) or shall seek reimbursement through the medical plan. The City shall make a reasonable effort to make City trucks or equipment available for skill tests.

14.19.1 In addition, for those employees qualifying as hereinbefore described, fees charged for the Department-approved classes offered for employees to assist them in passing this exam shall be reimbursed on a one-time-only basis.

14.19.2 Employees in other job titles or positions not involving the driving of vehicles requiring the CDL who wish to take exam preparation or driver training courses may request approval of the courses and reimbursement of fees in the normal manner in which educational expenses are applied for and approved by Departments; provided however, license fees for these individuals shall not be reimbursed, nor shall the City be obligated to make City trucks or equipment available for skill tests for these individuals. Nothing contained herein shall guarantee that written exams, skill tests or training classes established for the purposes described herein shall be conducted during regular work hours or through adjusted work schedule(s) nor shall such written exams, skill tests or training classes be paid for on an overtime basis.

14.19.3 To obtain or renew a Hazardous Material Endorsement (HME) for positions that currently require a Commercial Driver's License (CDL), employees will be expected to submit to a background check and fingerprinting. The background check and fingerprinting are required to meet Federal regulations. The application will be done on City time and the cost of the application and fee for such endorsement will be paid by the City if such endorsement is required by the job.

14.20 The City shall provide employees with appropriate training in the safe operation of any equipment prior to its use.

14.21 Ethics and Elections Commission - Nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics; including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement; and, as such, are not subject to the Grievance Procedure contained within this Agreement. Records of any fines imposed, or monetary settlements shall not be included in the employee's Personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court.

14.21.1 In the event the Employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline shall apply. No record of the disciplinary recommendations by the Commission shall be placed in the employee's Personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.

14.22 The City and the Union encourage the use of the "Early Mediation Project" or other alternative dispute resolution (ADR) processes to resolve non- contractual workplace conflict/disputes. Participation in the project or in an ADR process is entirely voluntary, confidential, and does not impact grievance rights.

14.23 Employees may be afforded sabbatical leave under the terms and conditions of Seattle Municipal Code Chapter 4.33.

14.24 Any non-supervisory employee assigned to train employees outside of the employee's normal duties (as defined by the class specification) will be given a four percent (4%) (or higher rate, if that has been past practice) premium while so assigned. Such premium will be given for formal training involving group or classroom training of four (4) hours or more, and such training will be assigned by management and involve more than normal on-the-job training. (Examples of such formal training shall include, but not limited to first aid, CPR, or pesticide training.)

14.25 Contracting Out - The City will make every effort to utilize its employees to

perform all work, but the City reserves the right to contract out for bargaining unit work on a short-term, temporary basis under the following guidelines: 1) required expertise is not available within the City work force, or 2) the occurrence of peak loads above the work force capability. Determination as to (1) or (2) above shall be made by the department head involved; provided, however, prior to approval by the department head involved to contract out work under this provision, the Union will be notified thirty (30) days prior to the start of any new contract or as soon as the department is aware of the need to contract. This notification shall include:

a. A detailed justification for the proposed contracting;
b. A labor force analysis demonstrating why the current workforce cannot complete the work;
c. The location where the work will be performed;
d. A description of the work to be contracted;
e. The estimated duration and amount of the contract;
f. The intended start date; and
g. The date the work must be completed, if applicable.

14.26 The City will, during its budget process, review the use of contractors in the terms of nature of work, the duration, and the number of hours of contractor work being performed in conjunction with affected Union(s). Based on the review, if the City and Union(s) determine(s) there is an ongoing need, the parties will, in good faith, collaboratively determine whether the circumstances warrant the proposal of additional regular positions.

14.26.1 The Union may grieve contracting out for work as described herein, if such contract involves work normally performed by employees covered by the Agreement.

14.27 Employee Paid Status During Bargaining – The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective August 18, 2004, employees who participate in bargaining as part the Union's bargaining team during the respective employee's work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

A. No more than two (2) employees per negotiations session shall be authorized under this provision.

B. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall **not** be applicable to this provision. No more than an aggregate of one hundred (100) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision for bargaining.

C. If the aggregate of one hundred (100) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.

D. This provision shall automatically become null and void with the expiration of the predecessor collective bargaining agreement, shall not constitute the status quo, and shall not become a part of any successor agreement unless it is explicitly renegotiated by the parties.

14.28 Supervisor's Files - Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250, RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employee access to such files.

14.29 Meeting Space - Where allowable and prior arrangements have been made, the City may make available to the Unions, meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the department.

14.30 Testify before Civil Service Commission - Any individual member covered by this Agreement, who is directly involved through individual appeal, in a matter being reviewed by the Civil Service Commission, shall be allowed time during working hours without loss of pay to attend such a meeting if called to testify.

14.31 Pay for Deployed Military

A. A bargaining unit member in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as a City employee shall receive the difference between one hundred percent (100%) of their City base pay and their military pay (plus adjustments).

City base pay shall include every part of wages except overtime.

B. A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted his or her annual paid military leave benefit and is on unpaid military leave of absence shall be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not

necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

14.32 The Union and the City agree to the following:

A. A reopener on impacts associated with revisions of the Affordable Care Act (ACA);

B. For the duration of this agreement, the Union agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts.

C. For the duration of this agreement, the Union agrees to open negotiations to modify Personnel Rule 10.3.3 to include current employees in the City's criminal background check policy.

D. A reopener on changes arising from or related to the Washington Paid Family and Medical Leave Program (Title 50A RCW) including, but not limited to, changes to the City's current paid leave benefit which may arise as a result of final rulemaking from the State of Washington, which may include changes to the draw down requirements associated with the City's Paid Family and Parental Leave programs.

E. A reopener on Seattle Center Parking.

F. No later than June 1, 2020 the parties agree to reopen the contracting provisions related to notice and types of information when the City is contracting out work, and provisions related to comparable wages and benefits when work is contracted out.

G. Contracting out will be a part of the Labor Management Leadership Committee's work plan for 2020.

H. The City's temporary employment philosophy and practices will be part of the Labor Management Leadership Committee's 2020 work plan.

I. Sick Leave Donation Program – A Labor Management Committee will be established for the purpose of proposing rules and procedures for a new, program. The LMC will be to develop consistent, transparent and equitable proposals for processes across all departments within the City. The LMC shall also explore proposals to lower the minimum leave bank required to donate sick leave and permit donation of sick leave upon separation from the City. The LMC must consult with the Office of Civil Rights to ensure compliance with the City's Race and Social Justice

Initiative. Once the LMC has developed its list of proposals, the City and Coalition of City Unions agrees to reopen each contract on this subject.

J. Work/Life Support Committee – The Work/Life Support Committee (WLSC) shall be a citywide Labor Management Committee (LMC) to promote an environment for employees that supports and enhances their ability to meet their responsibilities as employees of the City of Seattle and support their work life balance. The WLSC may provide recommendations to the Mayor and City Council on programs and policies that further support the work life balance.

1. The WLSC shall develop an annual workplan to identify programs and policies that promote a work life balance for city employees. These may include, but are not limited to, dependent care subsidy/support program for eligible employees, enhancing alternative work arrangements, flexible work hours, job sharing, on-site/near site child care, expanding definition of family for access to leave benefits, shift swaps, resource and referral services, emergency leave, and back-up care. This committee may conduct and make recommendations no later than March 31 of each year.

2. The membership of WLSC shall be made up of the Mayor or designee, the Director of Labor Relations or designee, up to five Directors or designee from city departments, members designated by the Coalition of City Unions at equal numbers as the management representatives. If a CCU designee is a city employee, they shall notify their supervisor and management will not unreasonably deny the participation on paid release time on the WLSC.

3. The WLSC shall meet at least four (4) times per calendar year. The WLSC may meet more frequently if necessary if all parties agree.

4. The WLSC may establish workgroups that include other department representatives and/or subject matter experts. These subcommittees shall conform with rules established by the WLSC.

5. The WLSC and its subcommittee(s) shall not have the authority to change, amend, modify or otherwise alter collective bargaining agreements.

ARTICLE 15 - LABOR-MANAGEMENT COMMITTEES

15.1 It is the intent of the Union to carry out its collective bargaining responsibility as an organization recognized as a collective bargaining representative by the City. To this end, the City agrees to confer with officials of the Union on matters subject to collective bargaining. The Union agrees that all representations made on its behalf by its agents shall have the same force and effect as if made by the Union itself, and that notices or other communications exchanged between the City and the Union or its agents shall have the same force and effect as if made by the Union itself.

15.2 Labor-Management Leadership Committee - The Labor-Management Leadership Committee will be a forum for communication and cooperation between labor and management to support the delivery of high quality, cost-effective service to the citizens of Seattle while maintaining a high-quality work environment for City employees.

The management representatives to the Committee will be determined in accordance with the Labor-Management Leadership Committee Charter. The Union may appoint a minimum of one (1) labor representative to the Committee.

15.3 Employment Security - Labor and management support continuing efforts to provide the best service delivery and the highest-quality service in the most cost-effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing workplace issues, including administrative and service delivery productivity, efficiency, quality controls, and customer service.

15.3.1 Labor and management agree that, in order to maximize participation and results from the Employee Involvement Committees (EIC), no one will lose employment or equivalent rate of pay with the City of Seattle because of efficiencies resulting from an EIC initiative.

15.3.2 In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate their rights under this Employment Security provision.

ARTICLE 16 - WORK STOPPAGES AND JURISDICTIONAL DISPUTES

16.1 Work Stoppages - The City and the Union signatory to this Agreement agree that the public interest requires the efficient and uninterrupted performance of all City service, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slow down or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions may be subject to such disciplinary actions as may be determined by the City.

16.1.1 In the event, however, that there is a work stoppage or any other interference with City functions which is not authorized by the Union, the City agrees that there shall be no liability on the part of the Union, its officers or representatives, provided that in the event of such unauthorized action they first shall meet the following conditions:

A. Within not more than twenty-four (24) hours after the occurrence of any such unauthorized action, the Union shall publicly disavow the same by posting a notice on the bulletin boards available, stating that such action is unauthorized by the Union;

B. The Union, its officers and representatives shall promptly order its members to return to work, notwithstanding the existence of any wildcat picket line;

C. The Union, its officers and representatives shall, in good faith, use every reasonable effort to terminate such unauthorized action;

D. The Union shall not question the unqualified right of the City to discipline or discharge employees engaging in or encouraging such action. It is understood that such action on the part of the City shall be final and binding upon the Union and its members and shall be in no case construed as a violation by the City of any provision in this Agreement.

16.2 Jurisdictional Disputes - Any jurisdictional dispute which may arise between any two (2) or more labor organizations holding current collective bargaining agreements with the City of Seattle shall be settled in the following manner:

A. A Union which contends a jurisdictional dispute exists shall file a written statement with the City and other affected Unions describing the substance of the dispute.

B. During the thirty (30) day period following the notice described in Section 16.2(1), the Unions along with a representative of the City shall attempt to settle the dispute among themselves, and if unsuccessful shall request the

assistance of the Washington State Public Employment Relations Commission.

ARTICLE 17 - RIGHTS OF MANAGEMENT

17.1 The right to hire, promote, discharge for just cause, improve efficiency, determine the work schedules and location of Department headquarters are examples of management prerogatives. The City retains its right to manage and operate its departments except as may be limited by the express provisions of this Agreement.

17.2 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City, and as such, maximized productivity is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, the assignment of employees to a specific job within the bargaining unit, the right to temporarily assign employees to a specific job or position outside the bargaining unit, and the right to determine appropriate work out-of-class assignments.

17.3 The Union recognizes the City's right to establish and/or revise performance evaluation system(s). Such system(s) may be used to determine acceptable performance levels, prepare work schedules and measure the performance of employees. In establishing new and/or revising existing evaluation system(s), the City shall meet prior to implementation with the Labor-Management Committee to jointly discuss such performance standards.

17.4 The City agrees that performance standards shall be reasonable.

ARTICLE 18 - SUBORDINATION OF AGREEMENT

18.1 The parties hereto and the employees of the City are governed by the provisions of applicable Federal Law, State Law, and the City Charter. When any provisions thereof are in conflict with the provisions of this Agreement, the provisions of said Federal Law, State Law, or City Charter are paramount and shall prevail.

18.2 The parties hereto and the employees of the City are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE 19 - ENTIRE AGREEMENT

19.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

19.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically referred to or covered in this Agreement.

ARTICLE 20 - GRIEVANCE PROCEDURE

20.1 Any dispute between the City and the Union concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a contract grievance. The following outline of grievance procedures is written for a grievance of the Union against the City, but it is understood the steps are similar for a grievance of the City against the Union.

20.2 A contract grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the contract grievance procedure and be processed within the time limits set forth herein.

20.2.1 Grievances shall be filed at the Step in which there is authority to adjudicate such grievance within twenty (20) business days of the alleged contract violation. (Business days are defined as Monday through Friday excluding recognized City holidays [not to include personal holidays].)

20.3 As a means of facilitating settlement of a contract grievance, either party may include an additional member at its expense on its committee. Additionally, either party may amend an initial grievance up to the second Step of the following procedure. If at any Step in the contract grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.

20.4 For grievances filed in accordance with Sections 20.2 and/or 20.2.1, failure by an employee or the Union to comply with any time limitation of Steps 2, 3, and 4 of the procedure in this Article shall constitute withdrawal of the grievance; provided however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

20.5 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.

20.6 A contract grievance shall be processed in accordance with the following procedure:

20.6.1 (Step 1) - The contract grievance shall be reduced to written form by the aggrieved employee and/or the Union, stating the section of the agreement allegedly violated and explaining the grievance in detail. The aggrieved employee and/or the Union Representative shall present the written grievance to the employee’s supervisor within twenty (20) business days of the alleged

contract violation, with a copy of the grievance submitted to the Union by the aggrieved employee. The immediate supervisor should consult and/or arrange a meeting with their supervisor, if necessary, to resolve the contract grievance. If requested by a shop steward or union representative, the parties will convene a meeting. The parties shall make every effort to settle the contract grievance at this stage promptly. The immediate supervisor shall, in writing, answer the grievance within ten (10) business days after being notified of the grievance, with a copy of the response submitted to the aggrieved employee and the Union.

20.6.2 (Step 2) - If the contract grievance is not resolved as provided in Step 1, or if the contract grievance is initially submitted at Step 2, it shall be reduced to written form, which shall include identification of the Section(s) of the Agreement allegedly violated, the nature of the alleged violation, and the remedy sought. The Union representative shall forward the written contract grievance to the Division Head with a copy to the City Director of Labor Relations within ten (10) business days after the Step 1 answer.

20.6.2.1 With Mediation

A. At the time the Union submits the grievance to the division head, the Union Representative or the aggrieved employee or the division head may submit a written request for voluntary mediation assistance, with a copy to the Office of Employee Ombud (OEO), the City Director of Labor Relations, and the Union representative. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within ten (10) business days from receipt of the request for voluntary mediation assistance, the ADR Coordinator or their designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Union representative and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in the implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the appropriate division head, and the Union representative shall be so informed by OEO.

B. The parties to a mediation shall have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the collective bargaining agreement or to create a precedent regarding the interpretation of the collective bargaining agreement or to apply the settlement agreement to any circumstance beyond the explicit dispute applicable to said settlement agreement.

C. If the grievance is not resolved through mediation, the Division Head shall thereafter convene a meeting within ten (10) business days between the Union representative and aggrieved employee, together with the designated Supervisor, the Section Manager, the Department Labor Relations Officer and any other members of management whose presence is deemed necessary by the City to a fair consideration of the alleged contract grievance. The City Director of Labor Relations or their designee may attend such meeting. The Division head shall give a written answer to the Union within ten (10) business days after the contract grievance meeting.

20.6.3 (Step 3) If the contract grievance is not resolved as provided in Step 2, the written contract grievance defined in the same manner as provided in Step 2 shall be forwarded within ten (10) business days after the Step 2 answer or if the contract grievance is initially submitted at Step 3, within twenty (20) business days, pursuant to Section 20.2.1 to the City Director of Labor Relations with a copy to the appropriate Department Head. The Director of Labor Relations or their designee shall investigate the alleged contract grievance and, if deemed appropriate, the Director of Labor Relations or their designee shall convene a meeting between the appropriate parties. The Director of Labor Relations or their designee shall thereafter make a confidential recommendation to the affected Department Head who shall, in turn, give the Union an answer in writing ten (10) business days after receipt of the contract grievance or the meeting between the parties.

20.6.3.1 Mediation can be requested at Step 3 in the same manner as outlined in Step 2. The grievance must be filed in the time frame specified in Step 3 and responded to in the frame specified in Step 3 after receipt of notification from OEO that the grievance was not resolved through mediation.

20.6.4 (Step 4) - If the contract grievance is not settled in Step 3, either of the signatory parties to this Agreement may submit the grievance to binding arbitration. It may be referred to the Federal Mediation and Conciliation Service for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration shall be made within twenty (20) business days after the City's answer or failure to answer in Step 3, and shall be accompanied by the following information:

A. Identification of Section(s) of Agreement allegedly violated.

B. Nature of the alleged violation.

C. Question(s) which the arbitrator is being asked to decide.

D. Remedy sought.

20.6.4.1 In lieu of the procedure set forth in Section 20.6.4, Step 4, the City and the Union may mutually agree to select an arbitrator to decide the issue.

20.6.4.2 Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to binding arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of notification from OEO that the grievance was not resolved in mediation.

20.7 The parties shall abide by the award made in connection with any arbitrable difference. There shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration.

20.8 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood that:

20.8.1 The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement, and the arbitrator’s power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

20.8.2 The decision of the arbitrator regarding any arbitrable difference shall be final, conclusive and binding upon the City, the Union and the employees involved.

20.8.3 The cost of the arbitrator shall be borne equally by the City and the Union and each party shall bear the cost of presenting its own case.

20.8.4 The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

20.9 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance or Law; provided however, disciplinary action may be processed through the contract grievance procedure; provided further, an employee covered by this Agreement must upon initiating objections relating to disciplinary action use either the contract grievance procedure contained herein (with the Union processing the grievance) or pertinent Civil Service procedures regarding disciplinary appeals. Should the employee attempt to adjudicate their objections relating to a disciplinary action through both the grievance procedure and the Civil Service Commission, the grievance shall be considered withdrawn upon first notice that an appeal has been filed before the Civil Service Commission. In grievances relating to discharge, the City shall present its position first before an arbitrator or the Civil Service Commission.

20.10 The parties have agreed, through a Memorandum of Agreement, to adopt the following two procedures attached thereto that were developed by the Citywide Labor-Management Committee on Progressive Discipline:

A. Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the timelines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and

B. Either party may make an “Offer of Settlement” to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an offer of settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 20.8.3.

C. The parties may mutually agree to alter, amend or eliminate these procedures by executing a revised Memorandum of Agreement.

20.11 <u>Property Interest Discipline Grievance</u>

A. The burdnet of proof in disciplinary procedures shall be upon the City.

B. Where an appointing authority or their designee imposes or intends to impose property level discipline a preliminary notice of discipline shall be given to the employee. This preliminary notice of discipline shall contain (a) charges; (b) general description of the alleged acts and/or conduct upon which the charge is based and (c) the penalty to be imposed. A copy of the preliminary notice of discipline shall be concurrently provided to the local Union office. Upon request of the Union, the City shall provide a complete copy of the investigation files in advance of any Loudermill hearing requested in advance of issuing the formal discipline. The Union may also request a

meeting to review the investigation file with the City's investigator. And Labor Relations. Both requests must be made timely, may not unduly delay the City's disciplinary processes.

ARTICLE 21 - SAVINGS CLAUSE

21.1 If an Article of this Agreement or any Addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and Addenda shall not be affected hereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article.

ARTICLE 22 - DISCIPLINARY ACTIONS

22.1 The City may suspend, demote, or discharge an employee for just cause. The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:

A. verbal warning;

B. written reprimand;

C. suspensions;

D. demotion; or

E. termination.

22.1.1 Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct.

22.1.2 Provided the employee has received no further or additional discipline in the intervening period, a verbal warning or written reprimand may not be used for progressive discipline after two (2) years other than to show notice of any rule or policy at issue.

22.1.3 Discipline that arises as a result of a violation of workplace policies or City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence, shall not be subject to Section 22.1.2 above.

22.2 In cases of suspension or discharge, the specified charges and duration, where applicable, of the action shall be furnished to the employee in writing not later than one (1) working day after the action became or becomes effective. An employee may be suspended for just cause pending demotion or discharge action.

ARTICLE 23 - TERM OF AGREEMENT

23.1 All terms and provisions of this Agreement shall become effective upon signature of both parties unless otherwise specified elsewhere and shall remain in full force and effect through December 31, 2026. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90) but not more than one hundred twenty (120) days prior to December 31, 2026. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

23.1.1 Notwithstanding the provisions of Section 23.1, in the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms and provisions of this Agreement shall continue to remain in full force and effect during the course of collective bargaining, until such time as the terms of a new Agreement have been consummated, or unless consistent with RCW 41.56.123 the City serves the Union with ten (10) days' notice of intent to unilaterally implement its last offer and terminate the existing Agreement.

Signed this_____day of_____, 2024

CITY OF SEATTLE, WASHINGTON
Executed Under Authority of

Ordinance No. _____

By_____
Tommy Hunt
Business Representative,
I.A.M. District 160, Local 289

By_____
Bruce Harrell, Mayor

By_____
Beth Bergeon
Business Representative
I.A.M. District 160, Local 289

By_____
Shaun Van Eyk
Director of Labor Relations

APPENDIX A

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS DISTRICT LODGE NO. 160, LOCAL NO. 289

This APPENDIX is supplemental to the AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the International Association Of Machinists & Aerospace Workers District Lodge No. 160, Local No. 289, hereinafter referred to as the Union, for that period from January 1, 2023 through December 31, 2026 This APPENDIX shall apply exclusively to those classifications identified and set forth herein. The rates herein are illustrative of the increases provided in Articles 4.1.1 through 4.1.5 and any discrepancies shall be governed by those Articles.

A.1 Effective January 4, 2023, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5
Auto Maint CC	49.34	51.30	53.36	58.27	63.63
Auto Maint-Spec CC	52.32	54.39	56.57	61.77	67.46
Auto Mechanic	42.21	43.86	45.62	49.82	54.40
Auto Mechanic - Spec	43.49	45.18	47.00	51.32	56.05
Auto Mechanic Pre-Aprn	25.90	25.90	25.90	25.90	25.90
Auto Mechanic,Sr	44.33	46.11	47.95	52.36	57.18
Auto Mechanic-Spec,Sr	45.65	47.50	49.37	53.91	58.87
Equip Maint CC	47.50	49.37	51.35	56.08	61.24

Automotive Mechanic,
Apprentice

67% of Automotive Mechanic entry rate of pay from 00-06 months
71% of Automotive Mechanic entry rate of pay from 07-12 months
75% of Automotive Mechanic entry rate of pay from 13-18 months
79% of Automotive Mechanic entry rate of pay from 19-24 months
83% of Automotive Mechanic entry rate of pay from 25-30 months
87% of Automotive Mechanic entry rate of pay from 31-36 months
91% of Automotive Mechanic entry rate of pay from 37-42 months
95% of Automotive Mechanic entry rate of pay from 43 months+

A.1.2 Effective January 3, 2024, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5
Auto Maint CC	51.56	53.61	55.76	60.89	66.49
Auto Maint-Spec CC	54.68	56.83	59.11	64.55	70.49
Auto Mechanic	44.11	45.83	47.67	52.06	56.85
Auto Mechanic - Spec	45.45	47.21	49.11	53.63	58.57
Auto Mechanic Pre-Aprn	27.06	27.06	27.06	27.06	27.06
Auto Mechanic,Sr	46.33	48.18	50.11	54.72	59.75
Auto Mechanic-Spec,Sr	47.71	49.63	51.59	56.34	61.52
Equip Maint CC	49.63	51.59	53.67	58.60	63.99

Automotive Mechanic,
Apprentice

67% of Automotive Mechanic entry rate of pay from 00-06 months
71% of Automotive Mechanic entry rate of pay from 07-12 months
75% of Automotive Mechanic entry rate of pay from 13-18 months
79% of Automotive Mechanic entry rate of pay from 19-24 months
83% of Automotive Mechanic entry rate of pay from 25-30 months
87% of Automotive Mechanic entry rate of pay from 31-36 months
91% of Automotive Mechanic entry rate of pay from 37-42 months
95% of Automotive Mechanic entry rate of pay from 43 months+

A.1.3 Effective January 4, 2025, employees base wages will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%).

A.1.4 Effective January 10, 2021, employees base wages will be increased one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

A.1.5 Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

A.2 Protective and specialized clothing shall continue to be provided per existing

(1980) departmental practice, through the duration of this Agreement, to employees covered by this Appendix.

A.3 Employees covered by this Appendix within the Fleets Division of the Finance and Administrative Services Department shall be afforded an opportunity to select vacation periods on the basis of seniority in grade within a given work site or location. Employees eligible to exercise this option must make their selection known to the Department Head before March 15th of the calendar year in which the vacation time is to be taken. The length of service right described herein shall accrue from the date of hire and/or promotion into a classification covered by this Appendix. An employee shall not be eligible to exercise said right until completion of their probationary period.

A.4 The City shall reimburse Automotive Mechanics for the loss of required hand tools (including toolboxes) due to fire or theft from the City's premises, less twenty-five dollars ($25.00) on each loss. Claims shall be honored only for tools which have been listed on an appropriate inventory form and filed with the City. Employees shall notify management whenever they remove their tools from the City's premises.

A.5 Fleets Division of the Finance and Administrative Services Department and City Light - Effective January 1, 2023, employees classified and working full- time as Automotive Mechanic (including Apprentice and Senior), and the Crew Chief assigned to Newhalem Dam who have completed their probationary period and have been employed by the City in one of the afore-referenced titles for the entire preceding year, and who provide receipts for tools purchased shall be reimbursed for said tools up to the amount of one thousand dollars ($1,000.00).

A.6 The City shall continue to determine the number of shifts, the shift hours and the number of personnel in each of the job classifications assigned to each shift. When an Automotive Mechanic position becomes vacant as determined by management at an individual shop, all Automotive Mechanics shall be given the opportunity to transfer to the vacant position except as hereinafter provided in Section A.7. Such transfer, if requested, shall be made by seniority. Lacking any request to transfer, as hereinbefore outlined, the Department shall assign the Automotive Mechanic with the least seniority to the vacancy. "Seniority" for purposes of this Section shall be defined as length of service within the job classification of Automotive Machinist. There shall be no bumping privileges. Article 17, Section 17.2 shall not nullify this provision.

A.7 The City shall, at all times, retain the right to assign any employee to any shift and/or shop involving specialized programs in order to ensure that the best qualified personnel are assigned to specialized programs. Specialized programs consist of the aerial lift overhaul program, the crane inspection program, the motorcycle shop, the capitalization shop, the inspection and maintenance of fire apparatus, and other programs as designated by the City after first discussing with the Union the need for such designation.

A.7.1 When moved to a new shop at the employee's request, the employee must accept the available shift regardless of length of service. If a position must be moved from a shop due to workload requirements, the City shall first solicit volunteers from that shop. If there are no volunteers, the City shall move the employee with the least seniority in that shop. If an employee must be moved for other than workload requirements, the employee shall be transferred to another shop and to the same shift the employee had previously been assigned.

A.7.2 During an employee's probationary period, the City may assign or reassign said employee to any shift or shop; provided however, a probationary employee shall not be used for the express purpose of displacing a permanent employee from a particular shift. A probationary employee shall not be eligible to exercise rights as defined in Section A.7.

A.8 Effective January 1, 2023, employees who work the established second shift shall receive one dollar and twenty-five cents ($1.25) per hour premium pay. Employees who work the established third shift shall receive one dollar and seventy-five cents ($1.75) per hour premium pay.

A.8.1 The established second shift shall be from 4:00 p.m. to 12:30 a.m., unless otherwise designated by the Department for a particular shop or operation.

A.8.2 Effective upon ratification of this Agreement by both parties, temporary employees shall be eligible for shift premium pay as provided herein.

A.9 Skagit Conditions - City Light employees normally assigned to Newhalem who are required to report to Ross Dam for a full eight (8) hours of work shall be paid one-half (½) hour additional pay per day at the overtime rate for travel time to Ross Dam.

A.10 One set of metric tools per shop shall be supplied by the Department.

APPENDIX B
Janus Memorandum of Understanding (MOU)

The following MOU attached hereto as Appendix B and signed by the City of Seattle and the Coalition of City Unions ("Parties"), is adopted and incorporated as an Appendix to this Agreement to address certain matters with respect to membership and payroll deductions after the U.S. Supreme Court's decision in Janus v. AFSCME. The Agreement is specific and limited to the content contained within it. Nothing in the MOU is intended, nor do the Parties intend, for the MOU to change the ability to file a grievance on any matter of dispute which may arise over the interpretation or application of the collective bargaining agreement itself. Specifically, nothing in the MOU is it intended to prevent the filing of a grievance to enforce any provision of the Union Engagement and Payroll Deductions Article 3. Any limitations on filing a grievance that are set forth in the MOU are limited to actions that may be taken with respect to the enforcement of the MOU itself, and limited specifically to Section B of the MOU.

MEMORANDUM OF UNDERSTANDING
By and Between THE CITY OF SEATTLE
and
COALITION OF CITY UNIONS
(Amending certain collective bargaining agreements)

Certain Unions representing employees at the City of Seattle have formed a coalition (herein referred to as "Coalition of City Unions") to collectively negotiate the impacts of the Janus v. AFSCME Supreme Court decision and other conditions of employment with the City of Seattle (herein referred to as "City;" together the City and this Coalition of City Unions shall be referred to as "the Parties"); and,

This Coalition of City Unions for the purpose of this Memorandum of Understanding (MOU) shall include the following individual Unions, provided that the named Unions are also signatory to this MOU: the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 104; the International Union of Painters and Allied Trades District Council #5; the Inland Boatmen's Union of the Pacific; Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 117; the International Brotherhood of Electrical Workers, Local 46; the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32; the International Brotherhood of Teamsters, Local 763; the International Union of Operating Engineers, Local 286; the UNITE Hotel Employees & Restaurant Employees, Local 8; the Public Service & Industrial Employees, Local 1239; the Washington State Council of County and City Employees, Local 21; the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, Local 15; the Sheet Metal Workers International Association, Local 66; the Seattle Municipal Court Marshals' Guild; the Pacific Northwest Regional Council of Carpenters; the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289; the Seattle Parking Enforcement Officers Guild; the Seattle Police Dispatchers' Guild; the Seattle Police Management Association; and the Seattle Police Officers' Guild.

Background
In June of 2018, the United States Supreme Court issued the Janus v. AFSCME decision. In response to this change in circumstances, this Coalition of City Unions issued demands to bargain regarding the impacts and effects of the Janus v. AFSCME Supreme Court decision.

Included in the Parties collective bargaining agreements is a subordination of agreement clause that in summary states, "It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, City Charter, and state law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal law, City Charter, or state law are paramount and shall prevail."

The parties have agreed to engage in negotiations over the impacts and effects of this change in circumstances to reflect compliance with the Janus v. AFSCME Supreme Court decision.

Agreements

Section A. Amended Union Dues and Membership Language

The Parties agree to amend and modify each of the Parties' collective bargaining agreements as follows:

Article X - Union Engagement and Payroll Deductions

The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The performance of this function is recognized as a service to the Union by the City and The City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only. The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from Union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit. The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective

bargaining agreement. At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of their bargaining unit attending the Orientation.

The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

New Employee and Change in Employee Status Notification: The City shall supply the Union with the following information on a monthly basis for new employee's: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.

Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of their dues authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the union that the terms of the employee's authorization regarding dues deduction revocation have been met. The City will refer all employee inquiries or communications regarding union dues to the appropriate Union.

Section B. Agreement on Impacts of the Janus v. AFSCME Supreme Court decision.

The Parties further agree:

1. Member Training: During each year of this agreement a Union's principal officer may request that Union members be provided with at least eight (8) hours or one (1) day, whichever is greater, of paid release time to participate in member training programs sponsored by the Union. The Parties further agree that the release of employees shall be three (3) employee representatives per each Union in an individual Department; or two percent (2%) of a single Union's membership per each department, to be calculated as a maximum of two percent (2%) of an individual Union's membership in that single department (not citywide), whichever is greater. The approval of such release time shall not be unreasonably denied for arbitrary and/or capricious reasons. When granting such requests, the City will take into consideration the operational needs of each Department. At its sole discretion, the City may approve paid release time for additional employee representatives from each Department on a case-by-case basis.

2. The Unions shall submit to the Office of Labor Relations and the Department as far in advance as possible, but at least fourteen (14) calendar days in advance, the names of those members who will be attending each training course. Time off for those purposes shall be approved in advance by the employee's supervisor.

3. New Employees: The City shall work with the Seattle Department of Technology to develop an automated system to provide the Union with the following information within ten (10) working days after a new employee's first day of work: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate, FTE status. Until the process has been automated the departments may provide the Union notice at the same time the department notifies SDHR benefits, by sending an email to the Union providing the notice of hire. Upon automation departments may elect to not provide notice to the Unions and official notice will only be given by SDHR. The Parties agree to continue to work with departments to provide notice of new hires to the Union no later than 10 working days from the employee first day of work.

4. This agreement is specific and limited to the referenced demand to bargains and the associated negotiations related to the impacts regarding the Janus v. AFSCME decision and sets no precedent or practice by the City and cannot be used or introduced in any forum or proceeding as evidence of a precedent or a practice.

5. Issues arising over the interpretation, application, or enforceability of the provisions of this agreement shall be addressed during the Coalition labor management meetings and shall not be subject to the grievance procedure set forth in the Parties' collective bargaining agreements.

6. The provisions contained in "Section B" of this MOU will be reviewed when the current collective bargaining agreements expire. The Parties reserve their rights to make proposals during successor bargaining for a new agreement related to the items outlined in this MOA.

7. This Parties signatory to this MOU concur that the City has fulfilled its bargaining obligations regarding the demand to bargains filed as a result of the Janus v. AFSCME Supreme Court decision.

FOR THE CITY OF SEATTLE:

Jenny A. Durkan,
Mayor

~~Susan McNab,~~ Bobby Humes
Interim Seattle Human Resources Director

Laura A. Southard,
Deputy Director/Interim Labor Relations Director

SIGNATORY UNIONS:

Elizabeth Rockett, Field Representative
IU Painters and Allied Trades,
District Council #5

Natalie Kelly, Business Representative
HERE, Local 8

Andrea Friedland, Business Representative
IATSE, Local 15

Amy Bowles, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support

Ray Sugarman, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support

Shaun Van Eyk, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors

Mark Watson, Union Representative
WSCCCE, Council 2, Local 21, 21C, 21Z, 2083
& Local 21-PA Assistant

Steven Pray, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors

Kurt Swanson, Business Representative
UA Plumbers and Pipefitters Local 32

Janet Lewis, Business Representative
IBEW, Local 46

Kal Rohde, Business Representative
Sheet Metal Workers, Local 66

Brian Self, Business Representative
Boilermakers Union, Local 104

John Scearcy, Secretary-Treasurer
Teamsters, Local 117; JCC and Community
Service Officers & Evidence Warehousers

Mike Bolling, Business Representative
IU Operating Engineers, Local 286

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289
& 79

Scott A. Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC

Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security Officers (JCC); Local 1239 Recreation Unit

Peter Hart, Regional Director
Inland Boatmen's Union of the Pacific

Dave Quinn, Business Representative
Pacific Northwest Regional Council of Carpenters

Scott Fuquay, President
Seattle Municipal Court Marshals' Guild
IUPA, Local 600

Michael Cunningham, President
Seattle Police Dispatchers' Guild

Nanette Toyoshima, President
SPEOG, Seattle Parking Enforcement Officers' Guild

Scott Bachler, President
Seattle Police Management Association

Kevin Stuckey, President
Seattle Police Officers' Guild

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289
& 79

GREG HEDAL

Scott A. Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC

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SPEOG, Seattle Parking Enforcement Officers' Guild

Scott Bachler, President
Seattle Police Management Association

Kevin Stuckey, President
Seattle Police Officers' Guild

A G R E E M E N T

by

and

between

THE CITY OF SEATTLE

and

WESTERN STATES REGIONAL COUNCIL OF CARPENTERS

Effective January 1, 2023, through December 31, 2026

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PREAMBLE

THIS AGREEMENT is by and between THE CITY OF SEATTLE, hereinafter referred to as the City, and the WESTERN STATES REGIONAL COUNCIL OF CARPENTERS, hereinafter referred to as the Union.

ARTICLE 1 - RECOGNITION, BARGAINING UNIT AND TEMPORARY EMPLOYMENT

1.1 The City recognizes the Western States Regional Council of Carpenters as the exclusive collective bargaining representative for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington for employees employed within the bargaining unit defined in Appendix A of this Agreement. For purposes of this Agreement, the bargaining unit shall consist of all regular full time, regular part time, temporary full time, temporary part time and probationary employees.

1.1.1 The term "employee" shall be defined to include probationary employees, regular employees, full-time employees, part-time employees and temporary employees not otherwise excluded or limited in the following Sections of this Article.

1.1.2 The term "probationary employee" shall be defined as an employee who is within the first twelve (12) month trial period of employment following the employee's initial regular appointment within the classified service.

1.1.3 The term "regular employee" shall be defined as an employee who has successfully completed a twelve (12) month probationary period and who has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.

1.1.4 The term "full-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule of forty (40) hours per week.

1.1.5 The term "part-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule averaging at least twenty (20) hours but less than forty (40) hours per week.

1.1.6 The terms temporary employee and temporary worker shall be defined to include both temporary and less than half time employees and means a person who is employed in a temporary assignment defined as one of the following types:

A. Position Vacancy - An interim assignment(s) for up to one (1) year to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent; or

B. Incumbent Absence - An interim assignment for short-term replacement of a regular employee of up to one (1) year when the incumbent is temporarily absent; or

C. Short-term Assignment - An assignment for up to one (1) year to perform work in response to emergency or unplanned needs such as peak workload, special project, or other short-term work that does not recur and does not continue year-to-yea; or

D. Less than half-time Assignment - For seasonal, on-call, intermittent or regularly scheduled work that normally does not exceed one thousand forty (1040) hours in a year except as provided by Personnel Rule 11; or

E. Term-limited Assignment - An assignment to perform time-limited work of more than one (1) but less than three (3) years for:

1. Special time-limited project work that is clearly outside the routine work performed in the department and that requires skills and qualifications that are not typically used by the department; or
2. Replacement of a regularly appointed employee who is assigned to special term-limited project work; or
3. Replacement of a regularly appointed employee whose absence of longer than one (1) year is due to disability time loss, military leave of absence, or authorized absence for medical reasons.

1.1.6.1 Temporary Employees – When the city needs additional employees, it reserves the right to hire from its own recruiting sources. Generally, however, this practice shall include a call to the Union.

1.1.7 Temporary workers in the following types of assignments shall cease receiving premium pay at the time indicated and begin receiving wage progression and benefits as provided in SMC 4.20.055 D:

1.1.7.1 Interim and short-term assignments after one thousand forty (1,040) regular straight time hours for the remainder of the assignment unless the Seattle Human Resources Director determines that the assignment will terminate so imminently that the benefits package would be of minimal value to the worker.

1.1.7.2 Term-limited assignments starting with the first day and for the duration of the assignment.

1.1.7.3 Any assignment that the appointing authority has proposed be converted to regular position authority regardless of the number of hours worked.

1.2 Temporary employees shall be exempt from all provisions of this Agreement except Sections 1.2; 1.2.1; 1.2.2; 1.2.2.1; 1.2.2.2; 1.2.3; 1.2.3.1;1.2.4; 1.2.5; 1.2.6; 1.2.7; 1.2.8; 1.2.9; 1.2.10; 1.2.10.1, 1.2.11; 1.2.12, 1.2.13, 1.2.14; 1.2.15; 3.1.1; 5.1.1; 5.1.2; 5.1.3; 5.2; 5.4; 5.4.1; 5.4.2; 5.4.3; 5.4.4; 5.4.5; 5.6; 5.6.2 (only applies if Temporary Employees are benefited); 8.2 except for temporary employees defined under 1.1.6.D; 14.5; 14.5.1; 14.6.3; 14.10; 14.11; 14.12; 14.13; 14.18; 14.29; 14.29.1; 14.29.2; 14.29.3;; and Article 20, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section. Where the provisions in Personnel Rule 11 do not conflict with the expressed provisions of this Agreement, the Personnel Rule 11 shall apply and be subject to the grievance procedure as provided for in Article 20.

1.2.1 Temporary employees who are not in benefits-eligible assignments shall be paid for all hours worked at the first Pay Step of the hourly rates of pay set forth within the appropriate Appendix covering the classification of work in which the employee is employed. Temporary employees who are in a benefits-eligible assignment shall receive step increases consistent with Article 4.2.1 and 4.2.4 and 4.2.5.

1.2.2 Premiums Applicable Only to City Of Seattle Temporary Employees who are not in benefits-eligible assignments - Each temporary employee shall receive premium pay as hereinafter set forth based upon the corresponding number of cumulative non-overtime hours worked by the temporary employee unless the employee is in a benefits eligible assignment:

A.. 0001st hour through 0520th hour 5% premium pay

B.. 0521st hour through 1,040th hour 10% premium pay

C. 1,041st hour through 2,080th hour 15% premium pay
(If an employee worked 800 hours or more in the previous twelve [12] months, they shall receive twenty percent [20%] premium pay.)

D. 2,081st hour + 20% premium pay
(If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty-five percent [25%] premium pay.)

E. The appropriate percentage premium payment shall be applied to all gross earnings.

1.2.2.1 Once a temporary employee reaches a given premium level, the premium shall not be reduced for that temporary employee as long as the employee continues to work for the City without a voluntary break in service as set forth within

Section 1.2.8. Non-overtime hours already worked by an existing temporary employee shall apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the City may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.

1.2.2.2 The premium pay in Section 1.2.2 does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage shall be added on to the premium pay percentages for the temporary employee to whom it applies.

1.2.3 Medical, Dental and Vision Coverage to Temporary Employees who are not in Benefits-Eligible Positions - Once a temporary employee has worked at least one thousand forty (1,040) cumulative non-overtime hours and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, the employee may within ninety (90) calendar days thereafter elect to participate in the City's medical, dental and vision insurance programs by agreeing to pay the required monthly premium. To participate, the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or the City, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. After meeting the requirements stated in this Section, a temporary employee shall also be allowed to elect this option during any subsequent open enrollment period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion shall be dropped from City medical, dental and vision coverage and shall not be able to participate again while employed by the City as temporary unless the employee is converted from receiving premium pay to receiving benefits. If a temporary employee's hours of work are insufficient for their pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

1.2.3.1 Cumulative sick leave computed at the same rate and with all benefits and conditions required by Seattle Municipal Code Chapter 14.16 and other applicable laws, such as RCW 49.46.210 shall be granted to all temporary employees not eligible for fringe benefits pursuant to SMC 4.20.055 (C.

1.2.4 Holiday Work for Non-Benefits-Eligible Temporary Employees - A temporary employee who works on any of the specific calendar days designated by the City as paid holidays shall be paid at the rate of one and one-half (1½) times the employee’s regular straight-time hourly rate of pay for hours worked during the employee’s scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or

following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1½) times the employee's regular straight-time rate of pay shall apply to those temporary employees who work on the weekend day specified as the holiday.

1.2.5 Benefits-Eligible Temporary Employee Holiday Pay – A temporary employee shall be compensated at the temporary employee's straight-time rate of pay for all officially recognized City holidays that occur subsequent to the employee becoming eligible for fringe benefits, for as long as the temporary employee remains in such eligible assignment.

A. To qualify for a holiday pay, the employee must be on active pay status the normally scheduled workday before or after the holiday as provided by Section 6.2

B. Officially recognized City holidays that fall on Saturday shall be observed on the preceding Friday. Officially recognized City holidays that fall on Sunday shall be observed on the following Monday. If the City's observance of a holiday falls on a temporary employee's normal day off, the temporary employee shall be eligible for another day off, with pay during the same workweek.

C. Temporary employees who work less than 80 hours per pay period shall have their holiday pay pro-rated based on the number of straight-time hours compensated during the preceding pay period.

D. A temporary employee shall receive two personal holidays immediately upon becoming eligible for fringe benefits, provided the temporary employee has not already received personal holidays in another assignment within the same calendar year.

E. Personal holidays cannot be carried over from calendar year to calendar year, nor can they be cashed out.

F. A temporary employee must use any personal holidays before the temporary employee's current eligibility for fringe benefits terminates. If an employee requests and is denied the opportunity to use available personal holidays during the eligibility assignment, the employing unit must permit the employee to use and be compensated for the holidays immediately following the last day worked in the assignment, prior to termination of the assignment.

1.2.6 Premium pay set forth within Section 1.2.2 shall, excluding sick leave, be in lieu of the base level of vacation and all other fringe benefits, such as sick leave benefits that exceed legal requirements, holiday pay, bereavement leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 1.2.2.2, 1.2.3, and 1.2.4.

1.2.7 The City may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide all fringe benefits covered by the premium pay set forth within Section 1.2.2 to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 1.2.2 shall no longer be applicable to that particular group of temporary employees. The City, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide paid vacation benefits to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees without providing other fringe benefits, except sick leave which is required to be provided by law, and in such event the premium pay in Section 1.2.2 shall be reduced by a percentage amount equivalent to the value of vacation and/or sick leave benefits. The applicable amount for base-level vacation shall be recognized as four-point eight one percent (4.81%) which could be higher dependent upon accrual rate increases. The applicable amount for base-level sick leave shall be four-point six percent (4.6%). The City shall not use this option to change to and from premiums and benefits on an occasional basis. The City may also continue to provide benefits in lieu of all or part of the premiums in Section 1.2.2 where it has already been doing so and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

1.2.8 A temporary employee who is assigned to a benefits eligible assignment will receive fringe benefits in-lieu-of premium pay until the assignment is converted or terminated.

1.2.9 The premium pay provisions set forth within Section 1.2.2 shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one year (twelve [12] months or twenty-six [26] pay periods), it shall be presumed that the employee's break in service was voluntary.

1.2.10 The City may work temporary employees beyond one thousand forty (1,040) regular hours within any twelve (12) month period; provided however, the City shall not use temporary employees to supplant regular positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 1.2.2, or solely to avoid considering creation of regular positions.

1.2.10.1 In the event that an interim assignment of a temporary employee to a vacant regular position accrues more than one thousand five hundred (1500) hours or accumulates hours in eighteen (18) or more consecutive pay periods, the City shall notify the union that a labor-management meeting shall take place within two (2) weeks for the purpose of discussing the status of filling the vacant position prior to one (1) year.

1.2.11 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a regular position in a Step Progression Pay Program without a break in service greater than thirty (30) days shall have their temporary service credited toward salary placement , provided the service was in a job title corresponding to the same or higher classification in the same series as the regular appointment. In addition, a temporary employee who is in a term-limited assignment shall receive service credit for layoff purposes if the employee is immediately hired (within thirty (30) business days without a break in service) into the same job title and position after the term is completed.

1.2.12 Temporary employees covered by this Agreement are eligible to apply for all positions advertised internally.

1.2.13 A temporary employee who has worked one thousand forty (1,040) straight-time hours and is receiving benefits from the City may by mutual agreement be allowed to accrue compensatory time if the work unit in which the temporary employee is assigned has a practice/policy of accruing compensatory time. Scheduling compensatory time shall be by mutual agreement with the supervisor. If the temporary employee does not use their accrued compensatory time prior to the termination of the benefits eligible assignment, the compensatory time will be cashed out upon termination of the assignment.

1.2.14 A temporary employee who receives fringe benefits in-lieu-of premium pay may be eligible for the sick leave transfer program.

1.2.15 On an annual basis, the City will provide the Union with a copy of the Temporary Employee Utilization Report.

1.3 The City may establish on-the-job training program(s) in a different classification and/or within another bargaining unit for the purpose of providing individuals an opportunity to compete and potentially move laterally and/or upwardly into new career fields. Prior to implementation of such a program(s) relative to bargaining unit employees, the City shall discuss the program(s) with the appropriate Union or Unions and the issue of bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of either party.

1.4 As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or service to the City by various segments of its citizenry. Such programs may result in individuals performing work for the City which is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth training and/or employment programs, adult training and or employment programs, vocational rehabilitation programs, work-study and student-intern programs, court-ordered community service programs, volunteer programs and other programs with similar purposes. Some examples of such programs already in effect include Summer Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work-Study, Adopt-a-Park, Seattle Conservation Corps, and court-ordered Community Service. Individuals working for the City pursuant to such programs shall be exempt from all provisions of this Agreement.

1.4.1 The City shall have the right to implement new public employment programs or expand its current programs beyond what exists as of the effective date of this Agreement, but where such implementation or expansion involves bargaining unit work and results in a significant departure from existing practice, the City shall give thirty (30) days' advance written notice to the union of such and upon receipt of a written request from the Union thereafter, the City shall engage in discussions with the Union on concerns raised by the Union. Notwithstanding any provision to the contrary, the expanded use of individuals under such a public employment program which involves the performance of bargaining unit work within a given City department, beyond what has traditionally existed, shall not be a cause of (1) a layoff of regular employees covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by this Agreement that recently had been occupied by a regular full-time employee who performed the specific bargaining unit work now being or about to be performed by an individual under one of the City's public employment programs.

1.5 An employee who is worked out of classification or who is promoted on an interim basis from a classification falling under one bargaining unit to another bargaining unit shall remain under the jurisdiction of the initial bargaining unit until such time as the promotion becomes permanent.

ARTICLE 2 – NON-DISCRIMINATION

2.1 The City and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, sexual orientation, gender identity, veteran status, political ideology, ancestry or the presence of any sensory, mental or physical handicap unless based on a bona fide occupational qualification reasonably necessary to the operations of the City.

2.1.1 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

ARTICLE 3 - UNION ENGAGEMENT AND PAYROLL DEDUCTIONS

3.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Council Union on behalf of the employees involved.

3.1.1 The performance of this function is recognized as a service by the City and the City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only.

3.1.2 The Union agrees to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that arise against the City for deducting dues from Union members pursuant to this Article, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

3.2 The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into a Council union's bargaining unit.

3.2.1 The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

3.3 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by this collective bargaining agreement.

3.3.1 At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of the bargaining unit members attending the Orientation.

3.4 The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law.

3.5 The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

3.6 New Employee and Change in Employee Status Notification – The City will notify the Union with New Hire information as soon as possible. The City shall supply the Union with the following information on a monthly basis for new employees:

A. Name
B. Home address
C. Personal phone
D. Personal email (if a member offers)
E. Job classification and title
F. Department and division
G. Work location
H. Date of hire
I. FLSA status: Hourly or salary
J. Compensation rate

3.6.1 The City shall also notify the Union on a monthly basis regarding employee status changes for employees who have transferred into a bargaining unit position and any employees who are no longer in the bargaining unit.

3.6.2 For employees who have transferred into the bargaining unit, the City shall supply the Union with the employee's name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.

3.6.3 Upon transition to a new Personnel Management System (Workday) the City agrees to notify the appropriate Union with New Hire information no later than one work week after the employee's first day of work. In the event that transition is delayed or the system is unable to send weekly notification, the Parties agree to meet to discuss an alternative notification process no later than May 1, 2024.

The City will also notify the Union on a monthly basis regarding employee status changes for employees who have transferred into a bargaining unit position and of any employees who are no longer in the bargaining unit.

3.7 Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of the Union dues authorization rules.

3.7.1 Every effort will be made by the City to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the Union that the terms of the employee's authorization regarding dues deduction revocation have been met.

3.7.2 The City will refer all employee inquiries or communications regarding union dues to the Union.

See also Appendix B

ARTICLE 4 - CLASSIFICATIONS AND RATES OF PAY

4.1 The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth within Appendix "A" which is attached hereto and made a part of this Agreement.

4.1.1 Effective January 4, 2023, employees' base wages will be increased by five percent (5%).

4.1.2 Effective January 3, 2024, employees base wages will be increased by four and one half percent (4.5%).

4.1.3 Effective January 4, 2025, employees base wages will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%).

4.1.4 Effective January 10, 2026, employees base wages will be increased one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

4.1.5 The base wage rates referenced above shall be calculated by applying the appropriate percentage increase to base hourly rates or as otherwise provided for herein. The rates in each Appendix are understood to be illustrative of the increases provided in Articles 4.1.1 through 4.1.4, and any discrepancies shall be governed by those Articles.

4.1.6 Employees will pay the employee portion of the required premium listed as the WA Paid Family Leave Tax and the WA Paid Medical Leave Tax on an employee's paystub] of the Washington State Paid Family and Medical Leave Program effective December 25, 2019.

4.1.7 Language Premium - Effective upon ratification of this Agreement by both parties, employees assigned to perform bilingual, interpretive and/or translation services for the City shall receive a two hundred dollar ($200.00) per month premium pay. The City shall ensure employees providing language access services are independently evaluated and approved. The City may review the assignment annually and may terminate the assignment at any time.

4.2 An employee, upon first appointment or assignment shall receive the minimum rate of the salary range fixed for the position as set forth in the Appendix.

4.2.1 An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section shall be defined in terms of one month's service for each month of full-time employment, including paid absences. This provision shall not apply to temporary employees prior to regular appointment, except as otherwise provided for in Section 1.2.11 and except that step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increment shall not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2088 hours) of actual service, that employee will receive one-step increment in the higher-paid title; provided that the employee has not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class that were properly paid per Article 5.9 of this Agreement, shall apply toward salary step placement if the employee's position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

4.2.2 Those employees who have been given step increases for periodic "work outside of classification" prior to the effective date of this Agreement shall continue at that step but shall not be given credit for future step increases, except as provided for in Section 4.2.1.

4.2.3 For employees assigned salary steps other than the beginning step of the salary range, subsequent salary increases within the salary range shall be granted after twelve (12) months of actual service from the appointment or increase, then at succeeding twelve (12) month intervals to the maximum of the salary range established for the class.

4.2.4 In determining actual service for advancement in salary step, absence due to sickness or injury or other protected basis for leave under SMC 14.16 or other laws including RCW 49.46.210, for which the employee does not receive compensation may at the discretion of the City be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the City, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this Section, time lost by reason of disability for which an employee is compensated by Industrial Insurance or Charter disability provisions shall not be considered absence. An employee who returns after

layoff, or who is reduced in rank to a position in the same or another department, may be given credit for such prior service.

4.2.5 Any increase in salary based on service shall become effective upon the first day immediately following completion of the applicable period of service.

4.2.6 Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase and shall thereafter receive step increases as provided in Section 4.2.1.

4.2.7 Promotions - Effective upon the signature date of this Agreement, an employee appointed to a position in a class having a higher maximum salary shall be placed at the step in the new salary range which provides an increase closest to but not less than one salary step over the most recent step received in the previous salary range immediately preceding the promotion, not to exceed the maximum step of the new salary range; provided further, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "intermittent" or "as needed". However, hours worked out-of-class shall apply toward salary step placement if the employee is appointed to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

4.2.8 An employee demoted because of inability to meet established performance standards from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary step in the lower range determined as follows:

A. If the rate of pay received in the higher class is above the maximum salary for the lower class, the employee shall receive the maximum salary of the lower range.

B. If the rate of pay received in the higher class is within the salary range for the lower class, the employee shall receive that salary rate for the lower class which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class; provided however, the employee shall receive not less than the minimum salary of the lower range.

4.2.9 An employee reduced because of organizational change or reduction in force from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary rate of the lower range which is nearest to the salary rate to which the employee was entitled in the employee's former position without reduction; provided however, such salary shall in no event exceed the maximum salary of the lower range. If an employee who has completed twenty-five (25) years of City service and who within five (5) years of a reduction in lieu of layoff to a position in a class having a lower salary

range, such employee shall receive the salary the employee was receiving prior to such second reduction as an "incumbent" for so long as the employee remains in such position or until the regular salary for the lower class exceeds the "incumbent" rate of pay.

4.2.10 When a position is reclassified by ordinance to a new or different class having a different salary range, the employee occupying the position immediately prior to and at the time of reclassification shall receive the salary rate which shall be determined in the same manner as for a promotion; provided however, if the employee's salary prior to reclassification is higher than the maximum salary of the range for such new or different class, the employee shall continue to receive such higher salary as an "incumbent" for so long as the employee remains in position or until the regular salary for the classification exceeds the "incumbent" rate of pay.

4.2.11 Correction of Payroll Errors - In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two pay periods; and, upon written notice, an overpayment shall be corrected as follows:

A. If the overpayment involved only one (1) paycheck;

   1. by payroll deductions spread over two (2) pay periods; or

   2. by payments from the employee spread over two (2) pay periods.

B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than twenty-five dollars ($25) per pay period.

C. If an employee separates from the City service before an overpayment is repaid, any remaining amount due the City will be deducted from the employee's final paycheck(s).

D. By other means as may be mutually agreed between the City and the employee, the union representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 Hours of Work - Eight (8) hours within nine (9) consecutive hours shall constitute a normal workday. There shall be no split work shifts. Work schedules shall normally consist of five (5) consecutive days followed by two (2) consecutive days' off, except for relief shift assignments, four (4) day/ten-(10) hour work schedules and other special schedules.

5.1.1 Meal Period - Employees shall receive a meal period which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's regular shift or when the employee is called in to work on the employee's regular day off. The meal period shall be no less than one-half (½) hour nor more than one (1) hour in duration and shall be without compensation. Should an employee be required to work in excess of five (5) continuous hours from the commencement of the employee's regular shift without being provided a meal period, the employee shall be compensated two (2) times the employee's straight-time hourly rate of pay for the time worked during the employee's normal meal period and be afforded a meal period at the first available opportunity during working hours without compensation.

5.1.2 Rest Breaks - Employees shall receive a fifteen (15) minute rest break during the first four (4) hour period of their workday, and a second fifteen (15) minute rest break during the second four (4) hour period in their workday. Employees shall be compensated at their prevailing wage rate for time spent while on rest breaks.

5.1.3 Where work conditions require continuous staffing throughout a work shift for thirty (30) consecutive days or more the City may, in lieu of the meal period and rest periods set forth within Sections 5.1.1 and 5.1.2, provide a working meal period and working rest periods during working hours without a loss in pay so that such periods do not interfere with ongoing work requirements.

5.2 Overtime - All time worked in excess of eight (8) hours in any one (1) shift shall be paid for at the rate of two (2) times the straight-time rate of pay.

5.2.1 All time worked before an employee's regularly scheduled starting time shall be paid for at the rate of two (2) times the straight-time rate of pay.

5.2.2 All time worked on an employee's regularly scheduled days off shall be paid for at the rate of two (2) times the straight-time rate of pay.

5.2.3 Overtime shall be paid at the applicable overtime rate or by mutual consent between the employee and the employee's supervisor in compensatory time off at the applicable overtime rate.

5.2.4 A "work week" for purposes of determining whether an employee exceeds forty (40) hours in a work week shall be a seven (7) consecutive day period of time beginning on Wednesday and ending on Tuesday except when expressly designated to begin and end on different days and times from the normal Wednesday through Tuesday work week.

5.2.5 All overtime work shall be offered to qualified regular employees in the classification before any temporary employees are asked to work overtime.

5.2.6 When deemed necessary by the City, the City may require an employee to perform work outside of the employee's regularly scheduled work shift. The immediate circumstance of the situation shall be considered by the City in deciding which employee(s) shall be assigned to perform the overtime work in question. Overtime assignments shall be allotted in as fair and equitable manner as circumstances will permit amongst employees in an affected work unit who have the work experience to immediately perform the overtime work. When an unforeseen situation arises, which necessitates overtime work either as an extension of a shift or as a call-in, the City may assign or call in the first individual(s) it contacts for such overtime work.

5.3 Call Back - Employees who are called back to work after completing their regular shift shall be paid a minimum of four (4) hours straight-time pay for all time worked up to two (2) hours. Any time worked in excess of two (2) hours shall be paid for at double the straight-time rate of pay for actual hours worked.

Example: Zero (0) minutes to two (2) hours = four (4) hours' straight time pay. Two and one-half (2½) hours = five (5) hours straight-time pay. Four (4) hours = eight (8) hours straight-time pay.

5.3.1 Definition of a Call Back - A Call Back shall be defined as a circumstance where an employee has left the work premises at the completion of the employee's regular work shift and is required to report back to work prior to the start of the next regularly scheduled work shift. An employee who is called back to report to work before the commencement of the employee's regular work shift shall be compensated in accordance with the Call Back provisions of the Labor Agreement; provided however, in the event an employee is called back to report to work within two (2) hours from the starting time of the employee's next regularly scheduled work shift, the employee shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of the employee's next regularly scheduled work shift and the Call-Back provision shall not apply.

5.4 Meal Reimbursement - When an employee is specifically directed by the City to work two (2) hours or longer at the beginning or end of the employee's normal work shift away from their place of residence of at least eight (8) hours or work two (2) hours or longer at the end of a work shift of at least eight (8) hours when called in to work on the employee's regular day off, or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from the employee's place of residence as a result of such additional hours of work, the employee shall be reimbursed for the "reasonable cost" of such meal in accordance with Seattle Municipal Code (SMC) 4.20.325. In order to receive reimbursement, the employee must furnish the City with a dated original itemized receipt from the establishment indicating the time of the meal no later than the end of the following pay period; otherwise, the employee shall be paid a minimum of twenty dollars ($20.00) in lieu of reimbursement for the meal.

5.4.1 To receive reimbursement for a meal under this provision, the following rules shall be adhered to:

A. Said meal must be eaten within a reasonable time after completion of the overtime work. Meals shall not be saved, consumed and claimed at some later date.

B. In determining "reasonable cost" the following shall also be considered:

1. The time period during which the overtime is worked.
2. The availability of reasonably priced eating establishments at that time.
3. The employee's dietary needs.

C. The City shall not reimburse for the cost of alcoholic beverages.

5.4.2 In lieu of any meal compensation as set forth within this Section, the City may, at its discretion, provide a meal.

5.4.3 When an employee is called out to the field or a City facility in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to the employee's normal eight (8) hour work shift, said employee shall be eligible for meal reimbursement pursuant to Sections 5.4, 5.4.1 and 5.4.2; provided however, if the employee is not given time off to eat a meal within a reasonable time after completion of the overtime, the employee shall be paid a minimum of twenty dollars ($20) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation.

5.4.5 Meal reimbursement while on Travel Status. An employee shall be reimbursed for meals while on travel status at the federal per diem rate. An employee will not be required to submit receipts for meals and may retain any unspent portion of an advance cash allowance for meals.

5.5 When management deems it necessary, work schedules may be established other than Monday through Friday; provided however, that where workweeks other than the basic departmental workweek schedules in force on the effective date of this Agreement are deemed necessary, the change(s) and reason therefore shall be provided to the Union at least forty-eight (48) hours in advance and, upon request, such change(s) shall be discussed with the Union.

5.5.1 Definitions: For the purpose of this section the following definitions apply:

A. Work Schedule - This is an employee's assigned workdays, work shift, and days off.

B. Workday - This is an employee's assigned day(s) of work.

C. Work Shift - This is an employee's assigned hours of work in a workday.

D. Days Off - This is an employee's assigned non-working days.

5.5.2 Extended Notice Work Schedule Change - At least fourteen (14) calendar days' advance notification shall be afforded affected employees when work schedule changes lasting longer than thirty (30) calendar days are required by the City. The fourteen (14) calendar day advance notice may be waived by mutual agreement of the employee and management, with notice to the Union.

5.5.3 Short Notice Work Schedule Change - At least forty-eight (48) hours advance notification shall be afforded affected employees when work schedule changes lasting less than thirty (30) calendar days are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first work shift worked under the new schedule.

5.5.4 Short Notice Work Shift Change - At least forty-eight (48) hours advance notification shall be afforded affected employees when work shift changes lasting less than thirty (30) calendar days are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first work shift worked under the new schedule.

5.6 Implementation of a four (4) day, forty (40) hour or other alternative work schedule shall be subject to consultation and agreement with the Union involved. In administering the four (4) day, forty (40) hour work schedule or other alternative work schedule, overtime shall be paid for any hours worked in excess of ten (10) hours per day or forty (40) hours per week. It will be clearly established whether an alternative work schedule is applicable for a temporary employee.

5.6.1 For employees who work a four (4) day, forty (40) hour work week or other alternative work schedule, the following shall apply:

If a holiday is observed on a Saturday or on a Friday that is the normal day off, the holiday will be taken on the last normal workday. If a holiday is observed on a Monday that is the normal day off or on a Sunday, the holiday will be taken on the next normal workday. This schedule will be followed unless the employee and the employee's supervisor determine that some other day will be taken off for the holiday; provided, however, that in such case the holiday time must be used no later than the end of the following pay period. If the holiday falls on a Tuesday, Wednesday, or Thursday that is the employee's normal scheduled day off, the holiday must be scheduled off no later than the end of the following pay period.

5.6.2 Employees, including those on alternate work schedules, shall receive 8 hours pay per holiday (except as identified in 6.1.2. and 6.2.

Employees working an alternate work schedule during a holiday work week are permitted to make scheduling or pay status adjustments as follows:

A. Employees may revert back to a 5-day/40-hour work week, in which the holidays falls, if available.

B. Employees may use vacation or compensatory time to supplement the 8-hour holiday pay to achieve full pay for the work week without making other scheduling adjustments, or at the employees' discretion, to be unpaid.

C. By mutual agreement, pre-arranged between the employee and supervisor, employees may work beyond their normally scheduled workday hours to make up holiday hours. These holiday make-up hours will not be counted as overtime and must be worked during the work week in which the holiday fails. In the event that a request for a modified holiday work week schedule cannot be accommodated, such denial shall not be arbitrary or capricious.

NOTE: Past practice with regard to holiday pay for employees on alternate work assignments consistent with the 1991 directive on holiday pay will continue.

5.7 Any past, present or future work schedule in which an employee, by action of the City, receives eight (8) hours pay for less than eight (8) hours work per day may be changed by the City, at any time, so as to require such an employee to work eight (8) hours per day for eight (8) hours pay.

5.8 Standby Duty - Whenever an employee is placed on Standby Duty by the City, the employee shall be available to respond to emergency calls and when necessary, report as directed. Employees who are placed on Standby Duty by the City shall be paid at a rate of ten percent (10%) of the employee's straight-

time hourly rate of pay. When an employee is required to return to work while on Standby Duty the Standby Duty pay shall be discontinued for the actual hours on work duty and compensation shall be provided in accordance with Section 5.3. An employee may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties.

5.9 Work Outside of Classification - Effective January 1, 2023, work out of class is a management tool, the purpose of which is to complete essential public services whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a position.

5.9.1 When the duties of the higher-paid position are clearly outside the scope of an employee's regular classification for a period of three (3) hours or longer in any one (1) work week, the employee shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class rate shall be determined in the same manner as for a promotion.

5.9.2 Proper authority shall be a supervisor and/or Crew Chief, who has been designated the authority by a manager or director directly above the position which is being filled out of class, and who has budget management authority of the work unit.

5.9.3 The City shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. (If an employee is mistakenly assigned out-of-class who does not meet the above qualifications, the City will stop the practice immediately once discovered and will see that the out-of-class is paid for work already performed.)

5.9.4 The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months for any one position. The six (6) month period may be exceeded under the following circumstances: 1) when a hiring freeze exists and vacancies cannot be filled; 2) extended industrial or off-the-job injury or disability; 3) when a position is scheduled for abrogation; or 4) a position is encumbered (e.g., an assignment in lieu of a layoff).

5.9.5 When such circumstances require that an out-of-class assignment be extended beyond six (6) months for any one position, the City shall notify the union or unions which represent the employee who is so assigned and/or the body of work which is being performed on an out-of-class basis. After nine (9) months, the union which represents the body of work being performed out of class must concur with any additional extension of the assignment. The union that represents the body of work will consider all requests on a good faith basis.

5.9.6 The practice of no out-of-class pay for paid leave will continue except that 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, regardless of the length of the 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.

5.9.7 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. When employees voluntarily apply for and voluntarily accept a position in a lower-level classification, they shall receive the salary rate for the lower class, which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class. For such temporary period, the employee shall continue to pay dues to the union of the higher class. The overtime provisions applicable are those of the contract covering the bargaining unit position of the work being performed on an overtime basis. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as the employee's primary class, across union jurisdictional lines, with no change to the employee's regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement and payment for absences do not apply in these instances.

5.9.8 An employee who is temporarily unable to perform the regular duties of the employee's classification due to an off-the-job injury or illness may opt to perform work within a lower-paying classification dependent upon the availability of such work and subject to the approval of the City. The involved employee shall receive the salary rate for the lower class which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class.

5.9.9 The City shall make a reasonable effort to accommodate employees who have an off-the-job injury or illness with light-duty work if such work is available.

5.9.10 Out-of-class work shall be formally assigned in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties which would otherwise constitute an out-of-class assignment. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of the employee's own classification, if the employee is not formally assigned to perform the duties on an out-of-class basis.

5.9.11 No employee may assume the duties of the higher-paid position without being formally assigned to do so except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to the employee's department director for retroactive payment of out-of-class pay. The decision of the department director as to whether the duties were performed and whether performance thereof was appropriate shall be final.

ARTICLE 6 - HOLIDAYS

6.1 The following days, or days in lieu thereof, shall be recognized as paid holidays:

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Indigenous Peoples' Day	Third Monday in October
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th
Two Personal Holidays (0-9 years of service)	
Four Personal Holidays (after completion of 18,720 regular hours)	

6.1.1 Whenever any paid holiday falls upon a Sunday, the following Monday shall be recognized as the paid holiday. Whenever any paid holiday falls upon a Saturday, the preceding Friday shall be recognized as the paid holiday; provided however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 6.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 6.4 shall be made only once per affected employee for any one holiday.

6.1.1.1 Employees who have completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (Article 7.2) on or before December 31st of the current year shall receive an additional two (2) personal holidays for a total of four (4) personal holidays (per Article 6.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

6.1.2 A permanent part-time employee shall receive paid holiday time off (or paid time off in lieu thereof) based upon straight-time hours compensated during the pay period immediately prior to the pay period in which the holiday falls. The amount of paid holiday time off for which the part-time employee is eligible shall be in proportion to the holiday time off provided for full-time employees. For example, a full-time employee working eighty (80) hours per pay period would be eligible for eight (8) hours off with pay on a holiday while a part-time employee who works forty (40) hours during the pay period preceding the holiday would be eligible for four (4) hours off with pay.

6.2 To qualify for holiday pay, City employees shall have been on pay status their normal workday before or their normal workday following the holiday; provided however, employees returning from non-pay leave who start work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

6.3 A Personal Holiday shall be used during the calendar year as a regular holiday. Use of the Personal Holiday shall be requested in advance. When the Personal Holiday has been approved in advance and is later canceled by the City with less than a thirty (30) day advance notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay pursuant to Section 6.4 for all time worked on the originally scheduled Personal Holiday.

6.4 An employee who has been given at least forty-eight (48) hours advance notification and who is required to work on a holiday shall be paid for the holiday at the employee's regular straight-time hourly rate of pay and, in addition, shall receive one and one-half (1½) times the employee's regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive one and one-half (1½) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

6.5 In the event an employee is required to work without having been given at least a forty-eight (48) hours advance notification on a holiday the employee normally would have off with pay, said employee shall be paid for the holiday at the employee's regular straight-time hourly rate of pay and, in addition, shall receive two (2) times the employee's regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive two (2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

ARTICLE 7 - ANNUAL VACATION

7.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 7.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

7.2 Regular pay status is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time and sick leave. At the discretion of the City, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation. Time lost by reasons of disability for which an employee is compensated by Industrial Insurance or Charter Disability provisions shall not be considered absence. An employee who returns after layoff shall be given credit for such prior service.

7.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

COLUMN NO. 1 ACCRUAL RATE		COLUMN NO. 2 EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE		COLUMN NO. 3 MAXIMUM VACATION BALANCE
Hours on Regular Pay Status	Vacation Earned Per Hour	Years of Service	Working Days Per Year	Working Hours Per Year Maximum Hours
0 through 08320	0460	0 through 4	12 (96)	192
08321 through 18720	0577	5 through 9	15 (120)	240
18721 through 29120	0615	10 through 14	16 (128)	256
29121 through 39520	0692	15 through 19	18 (144)	288
39521 through 41600	0769	20 ..	20 (160)	320
41601 through 43680	0807	21	21 (168)	336
43681 through 45760	0846	22	22 (176)	352
45761 through 47840	0885	23	23 (184)	368
47841 through 49920	0923	24	24 (192)	384
49921 through 52000	0961	25	25 (200)	400
52001 through 54080	1000	26	26 (208)	416
54081 through 56160	1038	27	27 (216)	432
56161 through 58240	1076	28	28 (224)	448
58241 through 60320	1115	29	29 (232)	464
60321 and over	1153	30	30 (240)	480

7.3.1 Effective sixty (60) calendar days after full ratification of this replacement contract, the above table shall be superseded and replaced with the following vacation accrual rate table:

Accrual Years/Hours	Vacation Days	Hours per Year	Maximum Hours
Year 0-3 / 0-6,240	12	96	192
Year 4-7 / 6,241-14,560	16	128	256
Year 8-13 / 14,561-27,040	20	160	320
Year 14-18 / 27,041-37,440	23	184	368
Year 19 / 37,440 -39,520	24	192	384
Year 20 / 39,521-41,600	25	200	400
Year 21 / 41,601 – 43,680	26	208	416
Year 22 / 43,681 – 45,760	27	216	432
Year 23 / 45,761 – 47,840	28	224	448
Year 24 / 47,841 – 49,920	29	232	464
Year 25+ - 49,921+	30	240	480

7.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which the employee became eligible and may accumulate a vacation balance which shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

7.5 Employees may, with Department approval, use accumulated vacation with pay upon accrual.

7.6 In the event that the City cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee shall continue to accrue vacation for a period of up to three (3) months if such exception is approved by both the Department Head and the Seattle Human Resources Director in order to allow rescheduling of the employee's vacation. In such cases the Department Head shall provide the Seattle Human Resources Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period shall be allowed.

7.7 “Service year” is defined as the period of time between an employee's date of hire and the one-year anniversary date of the employee's date of hire or the period of time between any two (2) consecutive anniversaries of the employee's date of hire thereafter.

7.8 The minimum vacation allowance to be taken by an employee shall be one-half (½) of a day, or at the discretion of the Department Head, such lesser amount as may be approved by the department head.

7.9 An employee who separates from City service for any reason shall be paid in a lump sum for any accrued and unused vacation the employee has accrued.

7.10 Upon the death of an employee in active service, pay shall be allowed for any vacation earned in the preceding year and in the current year and not taken prior to the death of such employee.

7.11 Where an employee has exhausted their sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. Employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.

7.12 The Department Head shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department, but which accommodate the desires of the employees to the greatest degree feasible.

7.13 Employees with prior regular City service who are appointed to regular positions within the City shall begin accruing vacation at the rate which was applicable upon their most recent separation from regular City service. Regular City service (on or before December 31, 1992) in the Seattle-King County Health Department will be considered as City service.

ARTICLE 8 - SICK LEAVE, BEREAVEMENT LEAVE, EMERGENCY LEAVE AND VEBA

8.1 Sick Leave - Sick Leave – Sick leave shall be defined as paid time off from work for a qualifying reason under Article 8.1 of this Agreement. Employees shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not to exceed forty (40) hours per week. If an employee's overall accrual rate falls below the accrual rate required by Chapter 14.16 (Paid Sick and Safe Time Law), the employee shall be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of Chapter 14.16. New employees entering City service shall not be entitled to use sick leave with pay during the first thirty (30) days of employment but shall accrue sick leave credits during such thirty (30) day period. An employee is authorized to use paid sick leave for hours that the employee was scheduled to have worked for the following reasons:

A. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventive care; or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or

B. To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code Chapter 4.24.005 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or

C. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such reason, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210.

D. Absences that qualify for leave under the Domestic Violence Leave Act, chapter 49.76 RCW.

E. The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or

F. The non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for purposes of adoption, including any time away from work prior to or following placement of the child to satisfy legal or regulatory requirements for the adoption.

Sick leave used for the purposes contemplated by Article 8.1.E and 8.1.F must end before the first anniversary of the child's birth or placement.

8.1.1 Abuse of paid sick leave or use of paid sick leave not for an authorized purpose may result in denial of sick leave payment and/or discipline up to and including dismissal.

8.1.2 Unlimited sick leave credit may be accumulated.

8.1.3 Upon retirement, a portion of an employee's unused sick leave accruals will be directed in accordance with the VEBA provisions set forth in Section 8.4 of this Article.

8.1.3.1 Cash payments of unused sick leave may be deferred for a period of one (1) year or less, providing the employee notifies the employee's department's Human Resources Office of the employee's desires at the time of retirement. Request for deferred cash payments of unused sick leave shall be made in writing.

8.1.4 Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to their designated beneficiary.

8.1.5 Change in position or transfer to another City department shall not result in loss of accumulated sick leave. An employee reinstated or re-employed within one (1) year in the same or another department after termination of service, except after dismissal for cause, resignation or quitting, shall be credited with all unused sick leave accumulated prior to such termination.

8.1.5.1 Regular or benefits eligible temporary employees who are reinstated or rehired within 12 months of separation in the same or another department after any separation, including dismissal for cause, resignation, or quitting, shall have unused accrued sick leave reinstated as required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210.

8.1.6 In order to receive paid sick leave for reasons provided in Article 8.1.A – 8.1.D, an employee shall be required to provide verification that the employee's use of paid sick leave was for an authorized purpose, consistent with SMC 14.16 and other applicable laws such as RCW 49.46.210. However, an employee shall not be required to provide verification for absences of less than four consecutive days.

8.1.7 Conditions Not Covered - Employees shall not be eligible for sick leave when:

A. Suspended or on leave without pay and when laid off or on other non-pay status.
B. Off work on a holiday.
C. An employee works during his free time for an Employer other than the City of Seattle and their illness or disability arises therefrom.

8.1.8 Prerequisites for Payment - The following applicable requirements shall be fulfilled in order to establish an employee's eligibility for sick leave benefits.

8.1.8.1 Prompt Notification - The employee shall promptly notify the immediate supervisor, by telephone or otherwise, on the first day off due to illness and each day thereafter unless advised otherwise by the immediate supervisor. For those absences of more than one day, notification on their first day off with an expected date of return shall suffice. The employee shall advise the supervisor of any change in expected date of return. If an employee is on a special work schedule, particularly where a relief replacement is necessary when the employee is absent, the employee shall notify the immediate supervisor as far as possible in advance of the scheduled time to report for work.

8.1.8.2 Notification While on Paid Vacation Or Compensatory Time Off - If an employee is injured or is taken ill while on paid vacation or compensatory time off, the employee shall notify their department on the first day of disability that they will be using paid sick leave A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented for absences greater than three continuous days..

8.1.8.3 Claims to Be in 15- Minute Increments - Sick leave shall be claimed in 15-minute increments to the nearest full 15-minute increment, a fraction of less than 8 minutes being disregarded. Separate portions of absence interrupted by a return to work shall be claimed on separate application forms.

8.1.8.4 Limitations of Claims - All sick leave claims shall be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee shall not exceed the employee's sick leave accumulation as shown on the payroll for the pay period immediately preceding their illness or disability. It is the responsibility of the employee’s department to verify that sick leave accounts have not been overdrawn; and if a claim exceeds the accrued number of hours an employee has to their credit, the department shall correct the employee’s application.

8.1.8.5 Rate of Pay for Sick Leave Used – An employee who uses paid sick leave shall be compensated at the straight time rate of pay as required by Seattle Municipal Code 14.16, and other applicable laws, such as RCW 49.46.210. 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. For employees who use paid sick leave hours that would have been overtime if worked, the City will apply requirements of Seattle Municipal Code 14.16 and applicable laws such as RCW 49.46.210. (See also Articles 5.8, 5.9.6 and 14.29.2 for sick leave use and rate of pay for standby duties, out-of-class assignments and shift premium).

8.1.8.6 Sick Leave Transfer Program - Employees shall be afforded the option to transfer and/or receive sick leave in accordance with the terms and conditions of the City's Sick Leave Transfer Program as established and set forth by City Ordinance. All benefits and/or rights existing under such program may be amended and/or terminated at any time as may be determined appropriate by the City. All terms, conditions and/or benefits of such program shall not be subject to the grievance procedure.

8.2 Bereavement/ Leave - If employees covered by this Agreement are allowed forty (40) hours off without salary deduction for bereavement purposes in the event of the death of any relative. Bereavement leave may be used in full day increments or increments of one (1) hour, at the employee's discretion. Bereavement leave must be used within one (1) year; employees may submit for exceptions to this within thirty (30) days (requests that come in after the 30 days will be considered) of the death if they know they will need longer than one (1) year to use leave for that event. This benefit is prorated for less-than-full time employees.

For purposes of this Section, "relative" is defined as any person related to the employee by blood, marriage, adoption, fostering, guardianship, in loco parentis, or domestic partnership.

8.2.1 In like circumstances and upon like application the department head or designee may authorize for bereavement leave for the death of a relative other than a close relative, a number of days off work not to exceed five (5) days chargeable to the sick leave account of an employee.

8.3 Emergency Leave - One (1) day or a portion thereof per Agreement year without loss of pay may be taken off subject to approval of the employee's Supervisor and/or Department Head when it is necessary that the employee be immediately off work to attend to one of the following situations, either of which necessitates immediate action on the part of the employee:

A. The employee's spouse, child, parents or grandparents, or domestic partner has unexpectedly become seriously ill or has had a serious accident; or

B. An unforeseen occurrence with respect to the employee's household (e.g., fire, flood or ongoing loss of power). "Household" shall be defined as the physical aspects, including pets, of the employee's residence or vehicle.

C. The emergency leave benefit must also be available to the employee in the event of inclement weather or natural disaster within the City limits or within the city or county in which the member resides that makes it impossible or unsafe for the employee to physically commute to their normal work site at the start of their normal shift.

D. A “day” of emergency leave may be used for separate incidents, in one (1) hour increments. The total hours compensated under this provision, however, shall not exceed eight (8) hours in a contract year.

8.4 Upon advance notice, the City may approve a bargaining unit member’s request for unpaid leave of absence for purposes of attending a Union convention or similar Union event.

8.5 Retirement VEBA – the Union will conduct a vote to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) to provide post-retirement medical expense benefits to members who retire from City service.

8.5.1 Contributions from Unused Paid Time off at Retirement

A. Eligibility-to-Retire Requirements:

1. 5 – 9 years of service and are age 62 or older
2. 10 – 19 years of service and are age 57 or older
3. 20 – 29 years of service and are age 52 or older
4. 30 years of service and are any age

B. The City will provide each bargaining unit with a list of its members who are expected to meet any of the criteria in paragraph A above as of December 31, 2026.

C. If the members of the bargaining unit who have met the criteria described in paragraph A above vote to require VEBA contributions from unused paid time off, then all members of the bargaining unit who are eligible to retire and those who become eligible during the life cycle of this contract shall, as elected by the voting members of the bargaining unit:

1. Contribute 35% of their unused sick leave balance into the VEBA upon retirement; or
2. Contribute 50% of their unused vacation leave balance into the VEBA upon retirement; or
3. Contribute both 35% of their unused sick leave balance and 50% of their unused vacation leave balance upon retirement.

D. If the members of the bargaining unit who have satisfied the eligibility-to-retire requirements described in paragraph A above as of December 31, 2026, do not vote to require VEBA contributions from unused sick leave, members may either:

1. Transfer 35% of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan, subject to the terms of the Plan and applicable law; or

2. Cash out their unused sick leave balance at 25% to be paid on their final paycheck.

E. In either case, the remaining balance of the member's unused sick leave will be forfeited.

8.5.2 Contributions from Employee Wages (all regular employees who are part of the bargaining unit)

A. Each bargaining unit will conduct a vote for all regular employees, as defined in the City's employer personnel manual, to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) for active employees to participate in an Active VEBA. Once they begin participating in the VEBA, employees may file claims for eligible expenses as provide under the terms of the VEBA.

B. If the bargaining unit votes to require VEBA contributions from employee wages, then all members of the bargaining unit shall, as elected by the bargaining unit as to all of its members, make a mandatory employee contribution of one of the amounts listed below into the VEBA while employed by the City:

1. $25 per month, or
2. $50 per month.

8.5.2.1 Allocation of Responsibility - The City assumes no responsibility for the tax consequences of any VEBA contributions made by or on behalf of any member. Each union that elects to require VEBA contributions for the benefit of its members assumes sole responsibility for insuring that the VEBA complies with all applicable laws, including, without limitation, the Internal Revenue Code, and agrees to indemnify and hold the City harmless for any taxes, penalties and any other costs and expenses resulting from such contributions.

8.6 Sabbatical Leave and VEBA - Members of a bargaining unit that votes to accept the VEBA **and** who meet the eligible-to-retire criteria are not eligible to cash out their sick leave at 25% as a part of their sabbatical benefit. Members who do not meet the eligible-to-retire criteria may cash out their sick leave at 25% in accordance with the sabbatical benefit.

8.7 Paid Parental Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, "Paid Parental Leave," may take leave for bonding with their new child.

8.8 Union Leave - Upon written request, a regular employee elected or appointed to a Union office that requires all of their time will be given a leave of absence without pay from work, not to exceed one (1) year, with approval of the appointing authority based on the business needs of the department. The

appointing authority will respond to such requests in writing within fourteen (14) calendar days. Should the appointing authority reject a request for Union Leave, the written response will include an explanation of the business need for the denial. Requests for Union Leave will not be unreasonably denied.

Leave may not be approved for more than one (1) employee at a time per Department. To be eligible for union leave under this provision, the employee must not currently be serving a probation or trial service.

A regular employee designated by the Union to serve on official union business that requires a part of their time will be given a leave of absence without pay from work, provided it can be done without detriment to City services and at least forty-eight (48) hours written notice is given to the Director. The employee will not suffer a loss of bargaining unit seniority rights and will accumulate the same during such leave.

The parties agree that at the City's sole discretion, the leave may be terminated in the event of layoff. The City will provide one month notice before recalling an employee. The parties further agree that the City may at its sole discretion hire term limited temporary employees to backfill for the absent employee.

8.9 Paid Family Care Leave – SMC 4.29, which includes "Bea's Law" is here by incorporated by reference into this agreement.

8.10 Shared Sick leave Pool - The City will standardized the current sick leave transfer ("donation") program across all City departments through the following actions:

Standardization of:

1. Forms
2. Processing templates
3. FAQs
4. Interdepartmental donation of sick leave
5. Anonymizing sick leave requests for potential recipients
6. Anonymizing sick leave donations from contributors

The intent of the program is to create a mandatory and uniform system that will function across departments as the established protocol for all sick leave donation requests and donations. The City agrees to perform this standardization using a Labor-Management Committee ("LMC") meeting, which will work in consultation with appropriate subject matter experts ("SMEs"), including but not limited to Seattle Human Resources, FAS Citywide Payroll and Business Systems, ITD HRIS and Race and Social Justice SMEs. The City further agrees to convene the LMC no later than 90 days from execution of this Agreement and to meet no less than monthly on the standardization process beginning in the month following the initial convening of the LMC.

8.11 SPFML Top-Up - Employees receiving SPFML may use any of their accrued paid and/or granted leave ("leave") to supplement the SPFML benefit payment, up to 100% of their weekly salary paid by the City of Seattle. The use of such leave to augment the SPFML benefit shall be called "supplemental leave pay." Use of Leave by an employee to supplement SPFML is strictly voluntary. The City cannot require an employee to use accrued leave to supplement SPFML benefits.

Supplemental Leave Pay Utilization Process

A. Leave for the purposes of this proposal, is defined as all accrued and/or granted leave as set forth and defined in the City of Seattle Municipal Code Title 4 (Personnel) Sections 4.24 through 4.34 (vacation, sick leave, floating, merit, comp time, executive, etc.).

B. Supplemental leave pay may be accessed starting the first pay period after the City has received the final SPFML claim determination notice from the Washington State Employment Security Department ("ESD").

C. Supplemental Leave Supplemental leave can be used by employees based on the date range signified in the SPFML eligibility letter. For instances in which that date has passed, employees can submit time sheet correction requests to add the use of supplemental leave, as defined above. No time sheet corrections or reactivity shall be applied to any date or SPFML prior to the execution of this Agreement.

D. The use of supplemental leave to "top-up" an employee's SPFML benefit shall not exceed the amount of accrued and/or granted leave the employee has available in their balances.

E. The use of accrued and/or granted paid leave to supplement the SPFML benefit will be available in 15 minute increments, except for when the accrued and/or granted paid Leave the employee requests to be used to supplement the SPFML must be used in full day increments as specified by a given collective bargaining agreement or by City code or Personnel rules (e.g. personal holidays), and then shall be only available in full-day increments.

F. An employee must have already accrued the paid/granted leave they seek to use for the pay period in which they seek to use it.

G. It is the employee's responsibility for determining whether they have the accrued/ and or granted leave they seek to use in a given pay period to supplement the SPFML.

ARTICLE 9 - INDUSTRIAL INJURY OR ILLNESS

9.1 Any employee who is disabled in the discharge of duties and if such disablement results in absence from the employee's regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.

9.1.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to the employee's sick leave or vacation or other paid leave account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation or other paid leave may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation or other paid leave is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability equals or extends beyond fourteen (14) calendar days, then (1) any accrued sick leave, vacation, or other paid leave utilized due to absence from the employee's regular duties as provided for in this section shall be reinstated and the employee shall be paid in accordance with Section 9.1 which provides payment at the eighty percent (80%) rate, or (2) if no sick leave, vacation, or other paid leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 9.1.

9.1.2 Such compensation shall be authorized by the Seattle Human Resources Director or designee with the advice of such employee's Department Head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

9.1.3 In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions (taxes, retirement). This provision shall become effective when SMC 4.44 - Disability Compensation is revised to incorporate this limit.

9.1.4 Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for and attend medical appointments and treatments and meetings related to rehabilitation, and work

hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

9.1.4.1 The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) calendar days after notification to the employee.

9.2 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay, but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 9.1. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 9.1.

9.3 Any employee eligible for the benefits provided by SMC 4.44 whose disability prevents the employee from performing the employee's regular duties, but in the judgment of the employee's physician could perform duties of a less strenuous nature, shall be employed at the employee's normal rate of pay in such other suitable duties as the Department Head shall direct, with the approval of such employee's physician until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

9.4 Sick leave shall not be used for any disability herein described except as allowed in Section 9.1.

9.5 The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.

9.6 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 R.C.W.

9.7 The parties agree either may reopen for negotiation the terms and conditions of this Article.

ARTICLE 10 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

10.1 The following shall define terms used in this Article:

10.1.1 Probationary Period - A twelve (12) month period of employment following an employee's initial regular appointment within the Civil Service to a position.

10.1.2 Regular Appointment - The authorized appointment of an individual to a position covered by Civil Service.

10.1.3 Trial Service Period/Regular Subsequent Appointment - A twelve (12) month trial period of employment of a regular employee beginning with the effective date of a subsequent, regular appointment from one classification to a different classification through promotion or transfer to a classification in which the employee has not successfully completed a probationary or trial service period or rehire from a Reinstatement Recall List to a department other than that from which the employee was laid off.

10.1.4 Regular Employee - An employee who has successfully completed a twelve (12) month probationary period and has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause or retirement.

10.1.5 Revert - To return an employee who has not successfully completed the trial service period to a vacant position in the same class and former department (if applicable) from which the employee was appointed.

10.1.6 Reversion Recall List - If no such vacancy exists to which the employee may revert, the employee will be removed from the payroll and the employee's name placed on a Reversion Recall List for the class/department from which the employee was removed.

10.2 Probationary Period/Status of Employee - Employees who are initially appointed to a position shall serve a probationary period of twelve (12) months.

10.2.1 The probationary period shall provide the department with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the position, and to terminate any employee whose work performance fails to meet the required standards.

10.2.2 An employee shall become regular after having completed the employee's probationary period unless the individual is dismissed under provisions of Section 10.3 and Section 10.3.1.

10.3 Probationary Period/Dismissal - An employee may be dismissed during their probationary period after having been given written notice five (5) working days prior to the effective date of dismissal. However, if the department believes the best interest of the City requires the immediate dismissal of the probationary employee, written notice of only one (1) full working day prior to the effective date of the dismissal shall be required. The reasons for the dismissal shall be filed with the Seattle Human Resources Director and a copy sent to the Union.

10.3.1 An employee dismissed during the probationary period shall not have the right to appeal the dismissal. When proper advance notice of the dismissal is not given, the employee may enter an appeal (for payment of up to five (5) days' salary), which the employee would have otherwise received had proper notice been given. If such a claim is sustained, the employee shall be entitled to the appropriate payment of salary but shall not be entitled to reinstatement.

10.4 Trial Service Period - An employee who has satisfactorily completed the probationary period and who is subsequently appointed to a position in another classification shall serve a twelve (12) month trial service period, in accordance with Section 10.1.3.

10.4.1 The trial service period shall provide the department with the opportunity to observe the employee's work and to train and aid the employee in adjustment to the position, and to revert such an employee whose work performance fails to meet required standards.

10.4.2 An employee who has been appointed from one classification to another classification within the same or different department and who fails to satisfactorily complete the trial service period shall be reverted to a vacant position within that department and classification from which the employee was appointed.

10.4.3 Where no such vacancy exists, such employee shall be given fifteen (15) calendar days' written notice prior to being placed on a Reversion Recall List for the employee's former department and former classification and being removed from the payroll.

10.4.4 An employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the department, the employee and the Union, subject to approval by the Seattle Human Resources Director prior to expiration of the trial service period.

10.4.5 Employees who have been reverted during the trial service period shall not have the right to appeal the reversion.

10.4.6 The names of regular employees who have been reverted for purposes of re-employment in their former department shall be placed upon a Reversion Recall List for the same classification from which they were promoted or transferred for a period of one (1) year from the date of reversion.

10.4.7 If a vacancy is to be filled in a department and a valid Reversion Recall List for the classification for that vacancy contains the name(s) of eligible employees who have been removed from the payroll from that classification and from that department, such employees shall be reinstated in order of their length of service in that classification. The employee who has the most service in that classification shall be the first reinstated.

10.4.8 An employee whose name is on a Valid Reversion Recall List for a specific job classification who accepts employment with the City in that same job classification shall have the employee's name removed from the Reversion Recall List. Refusal to accept placement from a Reversion Recall List to a position the same, or essentially the same, as that which the employee previously held shall cause an employee's name to be removed from the Reversion Recall List, which shall terminate rights to reemployment under this Reversion Recall List provision.

10.4.9 An employee whose name is on a valid Reversion Recall List who accepts employment with the City in another class and/or department shall have the employee's name removed from the Reversion Recall List.

10.4.10 A reverted employee shall be paid at the step of the range which the employee normally would have received had the employee not been appointed.

10.5 Subsequent Appointments During Probationary Period Or Trial Service Period
If a probationary employee is subsequently appointed in the same classification from one department to another, the receiving department may, with approval of the Seattle Human Resources Director, require that a complete twelve (12) month probationary period be served in that department. If a regular employee or an employee who is still serving a trial service period is subsequently appointed in the same classification from one department to another, the receiving department may, with the approval of the Seattle Human Resources Director, require that a twelve (12) month trial service period be served in that department.

10.5.1 If a probationary employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month probationary period in the new classification. If a regular employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month trial service period in the new classification.

10.5.2 Within the same department, if a regular employee is appointed to a higher classification while serving in a trial service period, the trial service period for the lower classification and the new trial service period for the higher classification shall overlap provided that the higher and lower classifications are in the same or a closely related field. The employee shall complete the term of the original trial service period and be given regular status in the lower classification. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

10.5.3 Within the same department, if a probationary employee is regularly appointed to a higher classification while serving in a probationary period, the probationary period and the new trial service period for the higher classification shall overlap provided the higher and the lower classifications are in the same or a closely related field. The employee shall complete the term of the original probationary period and be given regular standing in the lower class. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

10.6 The probationary period shall be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness, vacations, jury duty, and military leaves shall not result in an extension of the probationary period, but upon approval of the Seattle Human Resources Director, an employee's probationary period may be extended so as to include the equivalent of a full twelve (12) months of actual service where there are numerous absences.

10.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 11.

ARTICLE 11 - TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL

11.1 Transfers - The transfer of an employee shall not constitute a promotion except as provided in Section 11.1.2.(5).

11.1.1 Intra-departmental Transfers - An appointing authority may transfer an employee from one position to another position in the same class in the employee's department without prior approval of the Seattle Human Resources Director, but must report any such transfer to the Seattle Department of Human Resources within five (5) days of its effective date.

11.1.2 Other transfers may be made upon consent of the appointing authorities of the departments involved and with the Seattle Human Resources Director's approval as follows:

A. Transfer in the same class from one department to another.

B. Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.

C. Transfer, in lieu of layoff, may be made to a position in the same class to a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular, trial service or probationary employee is not displaced. The employee subject to layoff shall have this opportunity to transfer provided there is no one on the Reinstatement Recall List for the same class for that department. If there is more than one employee eligible for transfer in lieu of layoff in the same job title, the employee names shall be placed on a layoff transfer list in order of job class seniority. Eligibility to choose this opportunity to transfer is limited to those employees who have no rights to other positions in the application of the layoff language herein including Section 11.3.4.

1. A department will be provided with the names of eligible employees and their job skills. The department will fill the position with the most senior employee with the job skills needed for the position. The department may test or otherwise affirm the employee has the skills and ability to perform the work.

2. An employee on the layoff transfer list who is not placed in another position prior to layoff shall be eligible for placement on the Reinstatement Recall List pursuant to Section 11.4.

D. Transfer, in lieu of layoff, may be made to a single position in another class in the same or a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular, trial service or probationary employee is not displaced.

E. Transfer, in lieu of layoff, may be made to a single position in another class when such transfer would constitute a promotion or advancement in the service provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service or probationary employee is not displaced and when transfer in lieu of layoff under Section 11.1.2.(4) is not practicable.

F. The Seattle Human Resources Director may approve a transfer under Sections 11.1.2 (1), (2), (3), (4) or (5) above with the consent of the appointing authority of the Receiving Department only, upon a showing of the circumstances justifying such action.

G. Transfer may be made to another similar class with the same maximum rate of pay in the same or a different department upon the Director's approval of a written request by the appointing authority.

11.1.2.1 Employees transferred pursuant to the provisions of Section 11.1.2 shall serve probationary and/or trial service periods as may be required in Article 10, Sections 10.5, 10.5.1, 10.5.2, and 10.5.3.

11.1.3 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular employees shall be given priority consideration for lateral transfer to any open position in the same classification within the employee's department.

11.1.4 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular part-time employees shall be given priority consideration for full-time positions in the same classification which become available within the employee's department.

11.2 Voluntary Reduction - A regularly appointed employee may be reduced to a lower class upon the employee's written request stating the reason for such reduction, if the request is concurred in by the appointing authority and is approved by the Seattle Human Resources Director. Such reduction shall not displace any regular, trial service or probationary employee.

11.2.1 The employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 11.5. Upon a showing, concurred in by the appointing authority of the department that the reason for such voluntary reduction no longer exists, the Seattle Human Resources Director may restore the employee to their former status.

11.3 Layoff - The City shall notify the Union and the affected employees in writing at least two (2) weeks in advance whenever possible, when a layoff is imminent within the bargaining unit.

11.3.1 Layoff - Layoff for purposes of this Agreement shall be defined as the interruption of employment and suspension of pay of any regular, trial service or probationary employee because of lack of work, lack of funds or through reorganization. Reorganization when used as a criterion for layoff under this Agreement shall be based upon specific policy decision(s) by legislative authority to eliminate, restrict or reduce functions or funds of a particular department.

11.3.2 In a given class in a department, the following shall be the order of layoff:

A. Interim appointees

B. Temporary or intermittent employees not earning service credit.

C. Probationary employees*****

D. Trial service employees* (who cannot be reverted in accordance with Section 10.4.2.)

E. Regular employees* in order of their length of service, the one with the least service being laid off first.

***** Except as their layoff may be affected by military service.

11.3.3 However, the City may layoff out of the order described above for one or more of the reasons cited below:

A. Upon showing by the appointing authority that the operating needs of the department require a special experience, training, or skill.

B. When (1) women or minorities are substantially underrepresented in an "EEO" category within a department; or (2) a planned layoff would produce substantial underrepresentation of women or minorities; and (3) such layoff in normal order would have a negative, disparate impact on women or minorities; then the Seattle Human Resources Director shall make the minimal adjustment necessary in the order of layoff in order to prevent the negative disparate impact.

11.3.4 At the time of layoff, a regular employee or a trial service employee (per 11.3.2 above) shall be given an opportunity to accept reduction (bump) to the next lower class in a series of classes in the department or the employee may be transferred as provided in Section 11.1.2(3). An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 11.5.

11.4 Recall - The names of regular, trial service, or probationary employees who have been laid off shall be placed upon a Reinstatement Recall List for the same class and for the department from which laid off for a period for one (1) year from the date of layoff.

11.4.1 Anyone on a Reinstatement Recall List who becomes a regular employee in the same class in another department shall lose reinstatement rights in the employee's former department.

11.4.2 Refusal to accept work from a Reinstatement Recall List shall terminate all rights granted under this Agreement; provided, no employee shall lose reinstatement eligibility by refusing to accept appointment in a lower class.

11.4.3 If a vacancy is to be filled in a given department and a Reinstatement Recall List for the classification for that vacancy contains the names of eligible employees who were laid off from that classification, the following shall be the order of the Reinstatement Recall List:

A. Regular employees laid off from the department having the vacancy in the order of their length of service. The regular employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.

B. Trial service employees laid off from the department having the vacancy in the order of their length of service. The trial service employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.

C. Probationary employees laid off from the department having the vacancy without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.

D. Regular employees laid off from the same classification in another City department and regular employees on a Layoff Transfer List. The regular employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 10, Section 10.4 shall apply.

E. Trial service employees laid off from the same classification in another City department and trial service employees on a Layoff Transfer List. The trial service employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 10, Section 10.4 shall apply.

F. Probationary employees laid off from the same classification in another City department and probationary employees on the Layoff Transfer List without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.

G. The City may recall laid-off employees out of the order described above upon showing by the appointing authority that the operating needs of the department require such experience, training, or skill.

H. The Union agrees that employees from other bargaining units whose names are on the Reinstatement Recall List for the same classifications shall be considered in the same manner as employees of these bargaining units provided the Union representing those employees has agreed to a reciprocal right to employees of these bargaining units. Otherwise, this section shall only be applicable to those positions that are covered by this Agreement.

11.4.4 Nothing in this Article shall prevent the reinstatement of any regular, trial service, or probationary employee for the purpose of appointment to another lateral title or for voluntary reduction in class as provided in this Article.

11.5 For purposes of layoff, service credit in a class for a regular employee shall be computed to cover all service subsequent to their regular appointment to a position in that class and shall be applicable in the department in which employed and specifically as follows:

A. After completion of the probationary period, service credit shall be given for employment in the same, equal or higher class, including service in other departments and shall include temporary or intermittent employment in the same class under regular appointment prior to permanent appointment.

B. A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position.

C. Service credit shall be given for previous regular employment of an incumbent in a position which has been reallocated and in which the employee has been continued with recognized standing.

D. Service credit shall be given for service prior to an authorized transfer.

E. Service credit shall be given for time lost during:

1. Jury Duty;
2. Disability incurred in line of service;
3. Illness or disability compensated for under any plan authorized and paid for by the City;
4. Service as a representative of a Union affecting the welfare of City employees;
5. Service with the armed forces of the United States, including but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

11.5.1 No service credit shall be given:

A. For service of a regular employee in a lower class to which the employee has been reduced, and in which the employee has not had regular standing, except from the time of such reduction.

B. For any employment prior to a separation from the Civil Service other than by a resignation which has been withdrawn within sixty (60) days from the effective date of the resignation and such request for withdrawal bears the favorable recommendation of the appointing authority and is approved by the Seattle Human Resources Director.

11.6 The City agrees to support employees facing layoff by providing the Project Hire program during the term of this Agreement. If a department is hiring for a position in which the employee is qualified, and if no business reason would otherwise make the employee unsuitable for employment, the employee will be interviewed for the vacancy. This provision does not create any guarantee or entitlement to any position. The Project Hire guidelines apply.

ARTICLE 12 - HEALTH CARE, DENTAL CARE, LIFE AND LONG TERM DISABILITY INSURANCE

12.1 Effective January 1, 2023, the City shall provide medical, dental, and vision plans (with Kaiser Standard, Kaiser Deductible, Aetna Traditional, Aetna Preventative, and Delta Dental of Washington as self-insured plans, and Dental Health Services, and Vision Services Plan) for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. For calendar years 203, 2024, 2025 and 2026, the selection, addition and/or elimination of medical, dental, and vision benefit plans, and changes to such plans including, but not limited to, changes in benefit levels, co-pays and premiums, shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

12.1.1 An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 12.1 or similar programs as determined by the Labor-Management Health Care Committee.

12.1.2 For the term of this Agreement, the City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.

12.1.3 Employees who retire and are under the age of 65 shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.

12.1.4 New, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).

12.2 Life Insurance - The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows:

12.2.1 Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees' participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employees' share of the monthly premiums or for life insurance purposes otherwise negotiated.

12.2.2 Whenever the Group Term Life Insurance Fund contains substantial rebate monies which are earmarked pursuant to Sections 12.2 or 12.2.1 to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact.

12.2.3 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.

12.3 Long Term Disability - The City shall provide a long-term Disability (LTD) Insurance program for all eligible employees for occupation and non-occupational accidents or illnesses. The City shall pay the full monthly premium cost of a base plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first six hundred sixty-seven dollar ($667.00) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum eight thousand three hundred thirty-three dollars [$8,333.00] per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.

12.3.1 During the term of this Agreement, the City may, at its discretion change or eliminate the insurance carrier for any long-term disability benefits covered by Section 12.3 and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.

12.3.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2019 the base plan; provided further, such cost shall not exceed the maximum limitation on the City's premium obligation per calendar year as set forth within Section 12.3.

12.4 Long-Term Care - The City may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.

12.5 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.

12.6 Labor-Management Health Care Committee - A Labor-Management Health Care Committee was established and became effective January 1, 2001, by the parties. This Committee is responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall operate and exercise its appropriate decision-making authorities consistent with said Memorandum of Agreement and decide whether to administer other City-provided insurance benefits.

ARTICLE 13 – RETIREMENT

13.1 Pursuant to Ordinance 78444 as amended, all employees shall be covered by the Seattle City Employees Retirement System (SCERS).

13.2 Consistent with Ordinance 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

ARTICLE 14 - GENERAL CONDITIONS

14.1 Mileage Allowance - An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately owned automobile used for business purposes for all miles driven in the course of City business on that day with a minimum guarantee of five (5) miles.

14.1.1 The per mile mileage reimbursement rate shall be adjusted up or down to reflect the current rate.

14.1.2 In those situations where an employee within a particular job classification is regularly scheduled every shift to report to a headquarter site and to a job site at a different location and/or to report to more than one job site within the course of one shift, the employing department shall provide the necessary transportation. As an alternative, if the employing department requires the employee to drive their personal automobile to the job sites, special mileage provisions may be negotiated on a case-by-case basis.

14.2 Skagit Conditions - When City Light employees working at the Skagit facilities are prevented (due to impassable roads on Skagit project or similar conditions) from returning to their regular place of residence after completing their workday or shift, the Department shall provide the employee with suitable food and quarters at no cost to the employees. In addition, the Department shall pay one hour's pay per day, at the employee's regular hourly rate, for each day away from the employee's regular residence.

14.2.1 As part of the Skagit Conditions above, the Crew Chief shall be a working member of the crew. As such, the employees shall use the tools of the trade when reasonable and/or necessary as determined by the job assignment.

14.2.2 Skagit Conditions - City Light employees traveling to a work site other than where they are normally assigned shall travel in Department vehicles or vessels on Department time.

14.3 City Light Department Out-of-Town Rules - When an employee, crews, or any part of a crew or crews, regularly assigned to a headquarter inside the distribution area is or are to be shifted to any location outside the Seattle distribution area to perform a specific job, the following conditions shall prevail:

A. Acceptable board and lodging shall be furnished by the Department.

B. Time consumed in traveling to and from Seattle and the work location shall be considered part of the workday. Any time consumed in this travel to and from Seattle outside of regular working hours shall be at the overtime rate of pay.

C. The normal workweek shall be Monday through Friday. Hours of work shall be 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch. Other workweeks and hours may be established if necessary, in order to coordinate with other forces.

D. An employee regularly assigned to the Seattle distribution area shall not be assigned to work at any headquarters outside that area for more than thirty (30) working days out of any ninety (90) working days.

E. At least forty-eight (48) hours' notice shall be given the employees for assignment to work outside the Seattle distribution area, except in an extreme emergency.

F. In order to coordinate work schedules, personnel temporarily assigned to the Boundary Project shall be paid one-half (½) hour extra pay per day at the straight-time rate as compensation for travel between the work site and the board and lodging facility.

14.4 Union Visitation - The Union Representatives of a Union party to this Agreement and/or the duly authorized representative of the Joint Crafts Council may, after notifying the City official in-Charge, visit the work location of employees covered by this Agreement at any reasonable time during working hours. For purposes of this Section, "City official in-Charge" shall mean the supervisor in-charge of the work area to be visited or, if the work area is located outside of the corporate limits of the City of Seattle, the "City official in-Charge" shall mean the official in-charge of that particular facility (e.g., Skagit Project), or, the official designated by the affected department. The Union representative shall limit activities during such visit to matters relating to this Agreement. Such visits shall not interfere with work functions of the department. City work hours shall not be used by employees and/or the Union representative for the conduct of Union business or the promotion of Union affairs other than hereinbefore stated.

14.5 Union Shop Stewards - A Union party to this Agreement may appoint a shop steward in the various City departments affected by this Agreement. Immediately after appointment of its shop steward(s), each Union must furnish the Seattle Department of Human Resources and the affected Department(s) with a list of those employees who have been designated as shop stewards and their area of responsibility. Failure to provide such a list and/or disagreement over the number and/or area of responsibility of shop stewards between the City and a Union covered by this Agreement shall result in non-recognition by the City of the appointed shop stewards in question. The City must notify the affected Union within fifteen (15) calendar days of receipt of the Union's list or revised list if it objects to the number and/or area of responsibility of appointed shop stewards. Where there is a disagreement over the number and/or area of responsibility of appointed shop stewards, said issues shall be discussed between the City and the affected Union. If the parties cannot

mutually resolve their differences, the issues shall be submitted to the Labor-Management Committee for final resolution. The list shall also be updated as needed. Shop stewards shall perform their regular duties as such but shall function as the Union's representative on the job to inform the Union of any alleged violations of this Agreement and process grievances relating thereto; provided however, temporary employees may serve as shop stewards to inform the Union of any alleged violations of this Agreement that apply to temporary employees only and may process grievances relating thereto. The shop steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours.

14.5.1 Shop stewards shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement, but under no circumstances shall shop stewards interfere with orders of the Employer or change working conditions.

14.6 Safety Standards - All work shall be done in a competent and workman-like manner, and in accordance with the State of Washington Safety Codes and the City of Seattle Safety Rules which shall be complied with.

14.6.1 The practice of safety as it relates to City employees and equipment shall be paramount and in accordance with Washington Industrial Safety and Health Act (WISHA) standards.

14.6.2 The minutes of safety meetings shall be posted on the department bulletin boards.

14.6.3 No employee shall be required to operate unsafe equipment or work with unsafe material where adequate safeguards are not provided. An employee shall not be disciplined or suffer a loss of wages if any of the conditions described herein actually prevail. Upon determination or suspicion that the equipment or material is unsafe where safeguards are inadequate, the employee shall report such to the supervisor immediately. If the supervisor determines that the equipment or material is safe because the safeguards are adequate and the employee still has a concern, then the departmental Safety Officer shall be called upon to make a final determination.

14.6.4 Citywide Health and Safety Committee - The Employer and the Coalition of City Unions (“CCU”) shall form a City-wide health and safety committee. CCU member unions shall appoint no more than ten (10) members of the committee. The Employer shall appoint a maximum of 10 members to the committee. The committee shall convene at least quarterly. The Parties may meet more frequently by mutual agreement.

14.6.5 Safety Committees - Each City department will form joint safety committees in accordance with WISHA requirements at each permanent work location where there are eleven (11) or more employees. Where there is need, safety committees may also be formed at division levels, and/or unit levels, however these shall not replace the departmental safety committee.

When setting up safety committee elections, a department will notify the unions represented at that location and the union shall have 14 days to provide the City with a list of union appointed members proportionate to their representation at the location. Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the appropriate Appointing Authority for review and action, as necessary. The Appointing Authority or designee will report follow-up action/information to the Safety Committee.

14.6.6 Employee Workplace Safety - The City shall make reasonable efforts to provide an environment free from violence, harassment and other hazardous conditions When the Union or employee(s) report a hazardous conditions in the City operated workplace, the City shall conduct a risk assessment to identify potential hazards and make efforts to mitigate any findings. Both the risk assessment and mitigation plan will be shared with the impacted labor Unions.

Recognizing the health and safety impacts of climate change to workers and the community, City Departments shall follow OSHA/WISHA guidelines and recommendations in order to create written worksite safety plans to prevent heat-related illness and ensure emergency preparedness for employees in the event of extreme outdoor heat.

Ergonomic Assessments

At the request of an employee, the Employer will ensure that an ergonomic assessment of the employee’s workplace is completed in City facilities. Solutions to identified issues/concerns will be implemented within available resources.

Air Quality Assessments

Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with the safety committee section above.

Pandemic Health and Safety

The City will follow guidelines as set by the CDC and local Public Health entities with regard to any pandemic or disease outbreak.

14.7 Bulletin Boards - The City, upon written request from the Joint Crafts Council relative to a specific City department which employs individuals covered by this Agreement, shall provide bulletin board space for the use of the Joint Crafts Council or its affiliates in an area accessible to employees covered by this Agreement; provided however, said space shall not be used for notices which are controversial or political in nature. All material posted by the Joint Crafts Council or its affiliates shall be officially identified as such.

14.8 Investigatory Interviews - When an employee is required by the City to attend an interview conducted by the City for purposes of investigating an incident which may lead to discipline/discharge of that employee because of that particular incident, the employee shall have the right to request that the employee be accompanied at the investigatory interview by a representative of the Union. If the employee makes such a request, the request shall be made to the City representative conducting the investigatory interview. The City, when faced with such a request, may:

A. Grant the employee's request, or

B. Deny the employee's request but, in doing so, stop and/or cancel the investigatory interview.

14.8.1 In construing this Section, it is understood that:

A. The City is not required to conduct an investigatory interview before discipline or discharging an employee.

B. The City does not have to grant an employee's request for Union representation when the meeting between the City and the employee is not investigatory, but is solely for the purpose of informing an employee of a disciplinary/discharge decision that the City has already made relative to that employee.

C. The employee must make immediate arrangements for Union representation when their request for representation is granted.

D. An employee shall attend investigatory interviews scheduled by the City at reasonable times and reasonable places.

14.9 Career Development - The City and the Union agree that employee career growth can be beneficial to both the City and the affected employee. As such, consistent with training needs identified by the City and the financial resources appropriated therefore by the City, the City shall provide educational and training opportunities for employee career growth. Each employee shall be responsible for utilizing those training and educational opportunities made available by the City or other institutions for the self-development effort needed to achieve personal career goals.

14.9.1 The City and the Union shall meet periodically to discuss the utilization and effectiveness of City-sponsored training programs and any changes to same which pertain to employees covered by this Agreement. The City and the Union shall use such meetings as a vehicle to share and to discuss problems and possible solutions to upward mobility of employees covered by this Agreement and to identify training programs available to employees covered by this Agreement.

14.10 Uniforms - At Seattle Center the City shall provide and clean uniforms on a reasonable basis whenever employees are required by the City to wear uniforms.

14.10.1 Shirts, pants, coveralls and/or carpenter overalls currently provided by the City shall continue to be provided per existing departmental practice. Where not provided by departmental practice, the provision of shirts, pants, coveralls and/or carpenter overalls shall be established by mutual agreement of the department and bargaining unit members affected.

14.11 Footwear Reimbursement - The City shall pay up to the amounts in A through C below per Agreement year for each regular employee as partial reimbursement for the cost of purchasing or repairing protective or other specified footwear or other work gear (example: rain-gear, gloves, etc.) when such items are required by the City. Requests for reimbursement of such footwear or gear shall be accompanied by a receipt showing the amount and place of purchase or repair. An employee who does not use the full one amount in one calendar year may carry over the remaining balance to the next year for use in addition to the amount allocated for that year. This carryover shall extend for the three (3) calendar years of the Agreement, but not into the ensuing year after the expiration of the Agreement. Temporary employees who qualify for the "0521st hour through 1040th hour" level of premium pay or greater as set forth within Section 1.2.2, shall be eligible for the footwear or gear allowance every other year subject to the conditions set forth herein for receipt of same by regular employees. Gear does not include articles of clothing already being issued.

A. Effective January 1, 2023, three hundred dollars ($300.00).

B. Effective January 1, 2024, three hundred twenty-five dollars ($325.00).

C. Effective January 1, 2025, three hundred fifty dollars ($350.00).

D. Effective January 1, 2026, three hundred seventy-five dollars ($375.00)

E. For 2023, employees may submit receipts for their corresponding annual reimbursements at the 2024 annual reimbursement amounts and may rollover any remaining balance to the next year for use during the term of

this agreement, including into the ensuing year after the expiration of the agreement.

14.12 Identification Cards - Picture identification cards may be issued to employees by the City, and if so, shall be worn in a sensible, but conspicuous place on their person by all such employees or as reflected in the current practice of the department. Any such picture identification cards shall identify the employee by first name and last name initial (or at the employee's option, first name initial and last name), employee number, job title, and photograph only. The cost of replacing the card damaged due to normal wear and tear shall be borne by the City.

14.13 Seattle Center Employee Parking - The Seattle Center shall continue its practice of providing parking without charge on a space available basis to Seattle Center employees covered by this Agreement who were in regular (as opposed to temporary or intermittent) full-time or part-time status prior to November 4, 1987. Seattle Center employees who attain regular employment status on or after November 4, 1987, and who desire parking privileges shall pay twenty dollars ($20.00) a month for parking during working hours only, or twenty-five dollars ($25.00) a month for parking during working hours and all other hours.

14.13.1 The City reserves the right to open Article 14.13 for the purpose of negotiating changes to employee parking and fees to address incentives for High Occupancy Vehicle (HOV) parking and disincentives for Single Occupancy Vehicle (SOV) parking and other matters as may be necessary for an effective commute trip reduction program, as required by the City of Seattle Ordinance and State Law RCW 70.94.521-551.

14.14 Metro Passes - The City shall provide a transit subsidy benefit consistent with SMC 4.20.370.

14.14.1 Effective January 1, 2020, the Commute Trip Reduction (“CTR”) parking benefit cost to the employee will increase from seven dollars ($7.00) to ten dollars ($10.00).

14.15 On or about May 1st of each calendar year, the City shall provide the Union with a current listing of all employees within each bargaining unit.

14.16 Telecommuting - Nothing in this Article abridges the Employer’s rights enumerated within this Agreement.

Telecommuting is an arrangement in which an employee's job duties may be performed at an alternative worksite, such as the employee's residence or a satellite office located closer to the employee's residence than the primary worksite where the employee is regularly assigned.

Telework is recognized by the City and its employees as a practical, feasible and durable work alternative when it benefits the City of Seattle in one (1) or more of the following ways:

A. Maintains and enhances the delivery and resilience of City services;
B. Improves employee effectiveness, productivity and morale;
C. Maximizes utilization of City of Seattle office facilities;
D. Reduces absenteeism;
E. Promotes employee health and wellness, including ergonomic health;
F. Improves employee recruitment and retention;
G. Improves air quality and reduce traffic congestion;
H. Enhances the working life and opportunities of persons with disabilities; and
I. Other reasons as defined by the appointing authority.

Telecommuting Agreement

Telecommuting is encouraged but not mandated for employees, including temporary employees. Each bargaining unit member will have the opportunity to request a telecommuting agreement. The bargaining unit member must submit the request in writing to the City.

The City and the bargaining unit member will evaluate the feasibility of a request through an interactive process consistent with Personnel Rule 9.2 - Telecommuting. The City will consider all information provided by the bargaining unit member, including but not limited to health and safety, childcare, elder care and other family care, equity and transportation needs when making a decision on whether to grant a request.

When reporting to a primary worksite is required by an “in-office” weekly minimum policy, four hours work shall constitute an “in office” shift and the minimums may be met based on an average within a pay period. “In office” will include field work such as, but not limited to, inspections, public meetings, trainings, events and work at City designated facilities, provided the employee is in paid status and performing work on behalf of the City.

The employee shall report to the employing unit's primary worksite for public-facing services when so directed.

The employee shall take reasonable precautions to protect City owned equipment, if any, from theft, damage, or misuse. It remains the employer’s responsibility to insure equipment used for approved telecommuting purposes.

The decision whether or not to grant a telecommuting agreement must be in writing and must include the reason(s) for the denial or approval, and provided to the employee.

Supervisors will add information about telecommuting agreement eligibility to position descriptions and job postings.

Working relationship between supervisor and employee, negative performance reviews and/or employee disciplinary history unrelated to telecommuting may not be considered as the sole basis for denial of a telecommuting agreement request unless the City has documented a nexus between the performance/discipline and the remote work request.

Denied telecommuting agreement requests will be reported to the Union. The bargaining unit member will have the opportunity to request a reconsideration of a denial to the Appointing Authority or designee.

Changes to Agreed Telecommuting Agreements

Employees approved for telecommuting acknowledge and recognize that business and/or employee needs arise that may necessitate a temporary deviation from an approved telecommuting agreement. The City or employee shall provide as much advance notice as possible. Alternative deviations may be considered and such deviations, whenever possible, should be infrequent. The terms and conditions of individual telecommuting agreement shall be set forth in completed and signed remote work agreements with a copy provided to the Union.

The City or the bargaining unit member may terminate a telecommuting agreement, in writing, with a minimum advance notice of thirty (30) calendar days. When the City terminates a Telecommuting Agreement, the employee must receive written notification stating the reason(s) for the termination. Upon receiving written notification of termination, the employee may appeal the termination of the schedule to the department head. The employee may have a union representation during an appeal meeting.

14.17 If the job responsibilities of the classification of work to which an employee is regularly appointed or is assigned on an out-of-class basis involves the driving of vehicles requiring the driver to have a State Commercial Driver's License (CDL), fees charged by the State for acquiring the license shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal. The physical exam required to obtain or renew the license may be done on City time. The City will pay as a maximum amount, the rates charged by City-identified clinics for the physical exam. Employees shall be notified of clinics offering the physical exam at this reimbursement rate. If an employee is covered by a City medical plan which includes coverage for physical exams, the employee shall have the exam form completed through the plan's providers (Group Health or Aetna) or shall seek reimbursement through the medical plan. The City shall make a reasonable effort to make City trucks or equipment available for skill tests.

14.17.1 In addition, for those employees qualifying as hereinbefore described, fees charged for the Department-approved classes offered for employees to assist them in passing this exam shall be reimbursed on a one-time-only basis.

14.17.2 Employees in other job titles or positions not involving the driving of vehicles requiring the CDL who wish to take exam preparation or driver training courses may request approval of the courses and reimbursement of fees in the normal manner in which educational expenses are applied for and approved by Departments; provided however, license fees for these individuals shall not be reimbursed, nor shall the City be obligated to make City trucks or equipment available for skill tests for these individuals. Nothing contained herein shall guarantee that written exams, skill tests or training classes established for the purposes described herein shall be conducted during regular work hours or through adjusted work schedule(s) nor shall such written exams, skill tests or training classes be paid for on an overtime basis.

14.17.3 Employees required to have a Hazardous Material endorsement (HME) are required per Federal regulations to submit to a background records check and fingerprinting. Employees may make application for such HME on City time and shall be reimbursed for the fees associated with the background records check and fingerprinting if such endorsement is required by the job.

14.18 The City shall provide employees with appropriate training in the safe operation of any equipment prior to its use.

14.19 Ethics and Elections Commission - Nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics; including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement; and, as such, are not subject to the Grievance Procedure contained within this Agreement. Records of any fines imposed, or monetary settlements shall not be included in the employee's personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court.

14.19.1 In the event the Employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline shall apply. No record of the disciplinary recommendations by the Commission shall be placed in the employee's personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.

14.20 The City and the Union encourage the use of the "Early Mediation Project" or other alternative dispute resolution (ADR) processes to resolve non-contractual workplace conflict/disputes. Participation in the project or in an ADR process is entirely voluntary, confidential, and does not impact grievance rights.

14.21 Employees may be afforded sabbatical leave under the terms and conditions of Seattle Municipal Code Chapter 4.33.

14.22 Pay for Deployed Military

A. A bargaining unit member in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as a City employee shall receive the difference between one hundred percent (100%) of their City base pay and their military pay (plus adjustments).

City base pay shall include every part of wages except overtime.

B. A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted their annual paid military leave benefit and is on unpaid military leave of absence shall be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

14.23 Any nonsupervisory employee assigned to train employee's outside of the employee's normal duties (as defined by the class specification) will be given a four percent (4%) (or higher rate, if that has been past practice) premium while so assigned. Such premium will be given for formal training involving group or classroom training of four (4) hours or more, and such training will be assigned by management and involve more than normal on-the-job training. (Examples of such formal training shall include, but not limited to first aid, CPR, or pesticide training.)

14.24 Contracting Out - The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for bargaining unit work on a short-term, temporary basis under the following guidelines: 1) required expertise is not available within the City work force, or 2) the occurrence of peak loads above the work force capability. Determination as to (1) or (2) above shall be made by the department head involved; provided, however, prior to approval by the department head involved to contract out work under this provision, the Union will be notified thirty (30) days prior to the

start of any new contract or as soon as the department is aware of the need to contract. This notification shall include:

1. A detailed justification for the proposed contracting;
2. A labor force analysis demonstrating why the current workforce cannot complete the work;
3. The location where the work will be performed;
4. A description of the work to be contracted;
5. The estimated duration and amount of the contract;
6. The intended start date; and
7. The date the work must be completed, if applicable.

The City will, during its budget process, review the use of contractors in the terms of nature of work, the duration, and the number of hours of contractor work being performed in conjunction with affected Union(s). Based on the review, if the City and Union(s) determine(s) there is an ongoing need, the parties will, in good faith, collaboratively determine whether the circumstances warrant the proposal of additional regular positions.

14.24.1 The Union may grieve contracting out for work as described herein, if such contract involves work normally performed by employees covered by this Agreement.

14.25 Employee Paid Status During Bargaining – The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective January 1, 2008, employees who participate in bargaining as part the Union's bargaining team during the respective employee's work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

A. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall **not** be applicable to this provision.

B. No more than an aggregate of one hundred fifty (150) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision for bargaining.

C. If the aggregate of one hundred fifty (150) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.

14.26 Supervisor's Files – Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250, RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employee access to such files.

14.27 Meeting Space – Where allowable and prior arrangements have been made, the City may make available to the Unions, meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the department.

14.28 Testify before Civil Service Commission - Any individual member covered by this Agreement, who is directly involved through individual appeal, in a matter being reviewed by the Civil Service Commission, shall be allowed time during working hours without loss of pay to attend such a meeting if called to testify.

14.29 When the City assigns an employee from one regular shift to another and the employee is not offered at least eight (8) consecutive hours off-duty between the end of the employee's previous shift and the beginning of the employee's next regular shift, the employee shall be paid at the overtime rate for each hour worked during said eight (8) hour period; provided however, said employee shall be paid at the straight-time rate of pay for each hour worked during the remainder of the ensuing shift which commences eight (8) hours from the end of the previous shift.

14.30 Shift Premium – Effective January 1, 2023, an employee who is scheduled to work not less than four (4) hours of the employee's regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premium pay for all scheduled hours worked during such shift.

Swing Shift	Graveyard Shift
$1.25 per hour	$1.75 per hour

14.30.1 The afore-referenced shift premium shall apply to time worked as opposed to time-off with pay, except for sick leave, and therefore, for example, the premium shall not apply to vacation, holiday pay, bereavement leave, etc. Employees who work one of the shifts for which a premium is paid and who are required to work overtime, shall not have the shift premium included as part of the base hourly rate for purposes of computing the contractual overtime rate.

14.30.2 The swing shift period shall encompass the hours from 4:00 p.m. to 11:59 p.m. The graveyard shift period shall encompass the hours from 12:00 a.m. (midnight) to 8:00 a.m.

14.31 Employees in the City Light Department, who are required to work on swinging staging or elevated platforms over dams at Skagit or Boundary, shall receive an additional sixty-five cents ($0.65) per hour for each straight-time or overtime

hour worked. The referenced premium shall apply only to time worked as opposed to time-off with pay and therefore, the premium shall not apply to vacation, holiday pay, funeral leave, etc.

14.32 The Union and the City agree to the following:

A. A reopener on impacts associated with revisions to the Affordable Care Act (ACA);

B. For the duration of this agreement, the Union agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts;

C. A reopener on changes arising from or related to the Washington Paid Family and Medical Leave Program (Title 50A RCW) including, but not limited to, changes to the City's current paid leave benefit which may arise as a result of final rulemaking from the State of Washington, which may include changes to the draw down requirements associated with the City's Paid Family and Parental Leave programs.

D. For the duration of this agreement, the Union agrees to open negotiations to modify Personnel Rule 10.3.3 to include current employees in the City's criminal background check policy.

E. A reopener on Seattle Center Parking.

F. Contracting out will be a part of the Labor Management Leadership Committee's work plan for 2020.

G. The City's temporary employment philosophy and practices will be part of the Labor Management Leadership Committee's 2024 work plan.

H. Work/Life Support Committee – The Work/Life Support Committee (WLSC) shall be a citywide Labor Management Committee (LMC) to promote an environment for employees that supports and enhances their ability to meet their responsibilities as employees of the City of Seattle and support their work life balance. The WLSC may provide recommendations to the Mayor and City Council on programs and policies that further support the work life balance.

1. The WLSC shall develop an annual workplan to identify programs and policies that promote a work life balance for city employees. These may include, but are not limited to, dependent care subsidy/support program for eligible employees, enhancing alternative work arrangements, flexible work hours, job sharing, on-site/near site child care, expanding definition of family for access to leave benefits, shift swaps, resource and referral services, emergency leave, and back-up care. This committee may conduct and make recommendations no later than March 31 of each year.

2. The membership of WLSC shall be made up of the Mayor or designee, the Director of Labor Relations or designee, up to five Directors or designee from city departments, members designated by the Coalition of City Unions at equal numbers as the management representatives. If a CCU designee is a city employee, they shall notify their supervisor and management will not unreasonably deny the participation on paid release time on the WLSC.

3. The WLSC shall meet at least four (4) times per calendar year. The WLSC may meet more frequently if necessary if all parties agree.

4. The WLSC may establish workgroups that include other department representatives and/or subject matter experts. These subcommittees shall conform with rules established by the WLSC.

5. The WLSC and its subcommittee(s) shall not have the authority to change, amend, modify or otherwise alter collective bargaining agreements.

14.33 Change Team IBB - No later than sixty (60) days after the full ratification of this Agreement, the Parties agree to initiate interest-based bargaining (IBB) on the subject of Change Team co-lead compensation, workload balance, and workplace protections. The Parties further agree that both the Director of Human Resources or designee(s), equal numbers of management and labor representatives and up to six (6) members of department Change Teams will be members of the IBB negotiation team. Upon completion of IBB, the Parties may agree by mutual consent to reopen this Agreement to incorporate agreed upon language. The Parties acknowledge that any new or modified language developed in IBB may need parameter approval from the LRPC and adoption by the Seattle City Council in order to be enforceable.

14.34 Dependent Care Task Force - The City and the Coalition of City Unions recognize a common interest in supporting employees by increasing access to safe, affordable, and quality dependent care services.

To meet this interest, the Parties will convene a joint Task Force to study options for a possible child and dependent care benefit program, including the possibility of a multi-employer dependent care voucher program. The joint Task Force shall be made up of equal numbers of labor representatives and representatives of the City.

The Task Force assessment should include an analysis of the need for dependent care by City employees, affordability, quality, location of child and adult care providers, and the administrative infrastructure needed to oversee the program. The assessment should also include an analysis of the costs and benefits of a dependent care benefit program and possible revenue sources such as the potential excess Health Insurance Rate Stabilization Fund. By mutual agreement, the Task Force may consult with outside experts to help with the assessment.

The Task Force shall provide a written report, with its analysis and recommendations, no later than end of year 2024.

14.35 Encampment Clean-Up Safety and Compensation - The Parties agree to examine the City's safety protocols and encampment premium as each relates to homeless encampment clean-up. During the term of this Agreement, the City and impacted Coalition unions agree to meet and discuss existing practices and to consider potential improvements to the existing safety protocols and encampment premium. Should the Parties reach Agreement in principle on any changes to the safety protocols, the City agrees, subject to the approval of the City Council and the Mayor, to reduce such agreement to writing.

ARTICLE 15 - LABOR-MANAGEMENT COMMITTEES

15.1 Labor-Management Leadership Committee - The Labor-Management Leadership Committee will be a forum for communication and cooperation between labor and management to support the delivery of high quality, cost-effective service to the citizens of Seattle while maintaining a high-quality work environment for City employees.

15.1.1 The management representatives to the Committee will be determined in accordance with the Labor-Management Leadership Committee Charter. The Coalition of City Unions will appoint a minimum of six (6) labor representatives and a maximum equal to the number of management representatives of the Committee. The co-chairs of the Coalition will be members of the Leadership Committee.

15.2 Employment Security - Labor and management support continuing efforts to provide the best service delivery and the highest-quality service in the most cost-effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing workplace issues, including administrative and service delivery productivity, efficiency, quality controls, and customer service.

15.2.1 Labor and management agree that, in order to maximize participation and results from the Employee Involvement Committees (EIC), no one will lose employment or equivalent rate of pay with the City of Seattle because of efficiencies resulting from an EIC initiative.

15.2.2 In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee, who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate the employee's rights under this Employment Security provision.

ARTICLE 16 - WORK STOPPAGES AND JURISDICTIONAL DISPUTES

16.1 Work Stoppages - The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all City service, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slow down or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions may be subject to such disciplinary actions as may be determined by the City.

16.1.1 In the event, however, that there is a work stoppage or any other interference with City functions which is not authorized by the Union, the City agrees that there shall be no liability on the part of the Union, its officers or representatives, provided that in the event of such unauthorized action they first shall meet the following conditions:

A. Within not more than twenty-four (24) hours after the occurrence of any such unauthorized action, the Union shall publicly disavow the same by posting a notice on the bulletin boards available, stating that such action is unauthorized by the Union;

B. The Union, its officers and representatives shall promptly order its members to return to work, notwithstanding the existence of any wildcat picket line;

C. The Union, its officers and representatives shall, in good faith, use every reasonable effort to terminate such unauthorized action;

D. The Union shall not question the unqualified right of the City to discipline or discharge employees engaging in or encouraging such action. It is understood that such action on the part of the City shall be final and binding upon the Union and its members and shall be in no case construed as a violation by the City of any provision in this Agreement.

16.2 Jurisdictional Disputes - Any jurisdictional dispute which may arise between any two (2) or more labor organizations holding current collective bargaining agreements with the City of Seattle shall be settled in the following manner:

A. A Union which contends a jurisdictional dispute exists shall file a written statement with the City and other affected Unions describing the substance of the dispute.

B. During the thirty (30) day period following the notice described in Section 16.2(1), the Unions along with a representative of the City shall attempt to settle the dispute among themselves, and if unsuccessful shall request the assistance of the Washington State Public Employment Relations Commission.

ARTICLE 17 - RIGHTS OF MANAGEMENT

17.1 The right to hire, promote, discharge for just cause, improve efficiency, determine the work schedules and location of Department headquarters are examples of management prerogatives. The City retains its right to manage and operate its departments except as may be limited by the express provisions of this Agreement.

17.2 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City, and as such, maximized productivity is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, the assignment of employees to a specific job within the bargaining unit, the right to temporarily assign employees to a specific job or position outside the bargaining unit, and the right to determine appropriate work out-of-class assignments.

17.3 The Union recognizes the City's right to establish and/or revise performance evaluation system(s). Such system(s) may be used to determine acceptable performance levels, prepare work schedules and measure the performance of employees. In establishing new and/or revising existing evaluation system(s), the City shall meet prior to implementation with the Labor-Management Committee to jointly discuss such performance standards.

17.4 The City agrees that performance standards shall be reasonable.

ARTICLE 18 - SUBORDINATION OF AGREEMENT

18.1 The parties hereto and the employees of the City are governed by the provisions of applicable Federal Law, State Law, and the City Charter. When any provisions thereof are in conflict with the provisions of this Agreement, the provisions of said Federal Law, State Law, or City Charter are paramount and shall prevail.

18.2 The parties hereto and the employees of the City are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE 19 - ENTIRE AGREEMENT

19.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

19.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically referred to or covered in this Agreement.

ARTICLE 20 - GRIEVANCE PROCEDURE

20.1 Any dispute between the City and the Union concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a contract grievance. The following outline of grievance procedures is written for a grievance of the Union against the City, but it is understood the steps are similar for a grievance of the City against the Union.

20.2 A contract grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the contract grievance procedure and be processed within the time limits set forth herein.

20.2.1 Grievances shall be filed at the Step in which there is authority to adjudicate such grievance within twenty (20) business days of the alleged contract violation. (Business days are defined as Monday through Friday excluding recognized City holidays [not to include personal holidays].)

20.3 As a means of facilitating settlement of a contract grievance, either party may include an additional member at its expense on its committee. Additionally, either party may amend an initial grievance up to the second Step of the following procedure. If at any Step in the contract grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.

20.4 For grievances filed in accordance with Sections 20.2 and/or 20.2.1, failure by an employee or the Union to comply with any time limitation of Steps 2, 3, and 4 of the procedure in this Article shall constitute withdrawal of the grievance; provided however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

20.5 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.

20.6 A contract grievance shall be processed in accordance with the following procedure:

20.6.1 (Step 1) - The contract grievance shall be reduced to written form by the aggrieved employee and/or the Union, stating the section of the agreement allegedly violated and explaining the grievance in detail. The aggrieved employee and/or the Union Representative shall present the written grievance to the employee's supervisor within twenty (20) business days of the alleged contract violation, with a copy of the grievance submitted to the Union by the aggrieved employee. The immediate supervisor should consult and/or arrange a meeting with the supervisor's supervisor, if necessary, to resolve the contract grievance. If requested by a shop steward or union representative, the parties will convene a meeting. The parties shall make every effort to settle the contract grievance at this stage promptly. The immediate supervisor shall, in writing, answer the grievance within ten (10) business days after being notified of the grievance, with a copy of the response submitted to the aggrieved employee and the Union.

20.6.2 (Step 2) - If the contract grievance is not resolved as provided in Step 1, or if the contract grievance is initially submitted at Step 2, it shall be reduced to written form, which shall include identification of the Section(s) of the Agreement allegedly violated, the nature of the alleged violation, and the remedy sought. The Union representative shall forward the written contract grievance to the Division Head with a copy to the City Director of Labor Relations within ten (10) business days after the Step 1 answer.

20.6.2.1 With Mediation

A. At the time the Union submits the grievance to the division head, the Union Representative or the aggrieved employee or the division head may submit a written request for voluntary mediation assistance, with a copy to the Office of Employee Ombud (OEO), the City Director of Labor Relations, and the Union representative. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within ten (10) business days from receipt of the request for voluntary mediation assistance, the ADR Coordinator or designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Union representative and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need

to assist in the implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the appropriate division head, and the appropriate Union representative shall be so informed by OEO.

B. The parties to a mediation shall have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the collective bargaining agreement or to create a precedent regarding the interpretation of the collective bargaining agreement or to apply the settlement agreement to any circumstance beyond the explicit dispute applicable to said settlement agreement.

20.6.2.2 If the grievance is not resolved through mediation, the Division Head shall thereafter convene a meeting within ten (10) business days between the Union representative and aggrieved employee, together with the designated Supervisor, the Section Manager, the Department Labor Relations Officer and any other members of management whose presence is deemed necessary by the City to a fair consideration of the alleged contract grievance. The City Director of Labor Relations or designee may attend such meeting. The Division head shall give a written answer to the Union within ten (10) business days after the contract grievance meeting.

20.6.3 (Step 3) – If the contract grievance is not resolved as provided in Step 2, the written contract grievance defined in the same manner as provided in Step 2 shall be forwarded within ten (10) business days after the Step 2 answer or if the contract grievance is initially submitted at Step 3, within twenty (20) business days, pursuant to Section 20.2.1 to the City Director of Labor Relations with a copy to the appropriate Department Head. The Director of Labor Relations or designee shall investigate the alleged contract grievance and shall convene a meeting between the appropriate parties. The Director of Labor Relations or designee shall thereafter make a confidential recommendation to the affected Department Head who shall, in turn, give the Union an answer in writing ten (10) business days after receipt of the contract grievance or the meeting between the parties.

20.6.3.1 Mediation can be requested at Step 3 in the same manner as outlined in Step 2. The grievance must be filed in the time frame specified in Step 3 and responded to in the frame specified in Step 3 after receipt of notification from OEO that the grievance was not resolved through mediation.

20.6.4 (Step 4) – If the contract grievance is not settled in Step 3, either of the signatory parties to this Agreement may submit the grievance to binding arbitration. It may be referred to the Federal Mediation and Conciliation Service for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration shall be made within twenty (20) business days after the City's answer or failure to answer in Step 3, and shall be accompanied by the following information:

A. Identification of Section(s) of Agreement allegedly violated.

B. Nature of the alleged violation.

C. Question(s) which the arbitrator is being asked to decide.

D. Remedy sought.

In lieu of the procedure set forth in Section 20.6.4, Step 4, the City and the Union may mutually agree to select an arbitrator to decide the issue.

20.6.4.1 Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to binding arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of notification from OEO that the grievance was not resolved in mediation.

20.6.5 A reclassification grievance will be initially submitted by the Union, in writing, to the Director of Labor Relations, with a copy to the Department. The Union will identify in the grievance letter the name(s) of the grievant(s), their current job classification, and the proposed job classification. The Union will include with the grievance letter a Position Description Questionnaire (PDQ) completed and signed by the grievant(s). At the time of the initial filing, if the PDQ is not submitted, the Union will have sixty (60) business days to submit the PDQ to Labor Relations. After initial submittal of the grievance, the procedure will be as follows:

A. The Director of Labor Relations, or designee, will notify the Union of such receipt and will provide a date [not to exceed six (6) months from the date of receipt of the grievance] when a proposed classification determination report responding to the grievance will be sent to the Union. The Director of Labor Relations, or designee, will provide notice to the Union when, due to unforeseen delays, the time for the classification review will exceed the six (6) month period.

B. The Department Director, upon receipt of the proposed classification determination report from the Director of Labor Relations, or designee, will respond to the grievance in writing.

C. If the grievance is not resolved, the Union may, within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution:

1. The Union may submit the grievance to binding arbitration per Article 20, Section 20.6.4; or
2. The Union may request the classification determination be reviewed by the Classification Appeals Board, consisting of two members of the Classification/Compensation Unit and one Human Resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request, arrange a hearing; and, when possible, convene the hearing within thirty (30) business days. The Board will make a recommendation to the Seattle Human Resources Director with forty-five (45) business days of the appeal hearing. The Director of Labor Relations, or designee, will respond to the Union after receipt of the Seattle Human Resources Director's determination. If the Seattle Human Resources Director affirms the Classification Board's recommendation, that decision shall be final and binding and not subject to further appeal. If the Seattle Human Resources Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Article 20, Section 20.6.4.

20.7 The parties shall abide by the award made in connection with any arbitrable difference. There shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration.

20.8 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood that:

20.8.1 The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement, and the arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

20.8.2 The decision of the arbitrator regarding any arbitrable difference shall be final, conclusive and binding upon the City, the Union and the employees involved.

20.8.3 The cost of the arbitrator shall be borne equally by the City and the Union and each party shall bear the cost of presenting its own case.

20.8.4 The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

20.9 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance or Law; provided however, disciplinary action may be processed through the contract grievance procedure; provided further, an employee covered by this Agreement must upon initiating objections relating to disciplinary action use either the contract grievance procedure contained herein (with the Union processing the grievance) or pertinent Civil Service procedures regarding disciplinary appeals. Should the employee attempt to adjudicate objections relating to a disciplinary action through both the grievance procedure and the Civil Service Commission, the grievance shall be considered withdrawn upon first notice that an appeal has been filed before the Civil Service Commission. In grievances relating to discharge, the City shall present its position first before an arbitrator or the Civil Service Commission.

20.10 The parties have agreed, through a Memorandum of Agreement, to adopt the following two procedures attached thereto that were developed by the Citywide Labor-Management Committee on Progressive Discipline:

A. Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the time lines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and

B. Either party may make an “Offer of Settlement” to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an offer of settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 20.8.3.

C. The parties may mutually agree to alter, amend or eliminate these procedures by executing a revised Memorandum of Agreement.

20.11 Property Interest Discipline Grievance

A. The burden of proof in disciplinary procedures shall be upon the City.

B. Where an appointing authority or their designee imposes or intends to impose property level discipline a preliminary notice of discipline shall be given to the employee. This preliminary notice of discipline shall contain (a) charges; (b) general description of the alleged acts and/or conduct upon which the charge is based and (c) the penalty to be imposed. A copy of the preliminary notice of discipline shall be concurrently provided to the local Union office. Upon request of the Union, the City shall provide a complete copy of the investigation files in advance of any Loudermill hearing requested in advance of issuing the formal discipline. The Union may also request a meeting to review the investigation file with the City’s investigator.

And Labor Relations. Both requests must be made timely, may not unduly delay the City's disciplinary processes.

ARTICLE 21 - SAVINGS CLAUSE

21.1 If an Article of this Agreement or any Addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and Addenda shall not be affected hereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article.

ARTICLE 22– DISCIPLINARY ACTIONS

22.1 The City may suspend, demote, or discharge an employee for just cause. The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:

A. verbal warning;

B. written reprimand;

C. suspensions;

D. demotion; or

E. termination.

22.1.1 Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct.

22.1.2 Provided the employee has received no further or additional discipline in the intervening period, a verbal warning or written reprimand may not be used for progressive discipline after two (2) years other than to show notice of any rule or policy at issue.

22.1.3 Discipline that arises as a result of a violation of workplace policies or City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence, shall not be subject to Section 22.1.2 above.

22.2 In cases of suspension or discharge, the specified charges and duration, where applicable, of the action shall be furnished to the employee in writing not later than one (1) working day after the action became or becomes effective. An employee may be suspended for just cause pending demotion or discharge action.

22.3 Whenever an employee is given written notice of a disciplinary action as defined above in Section 22.1, a copy of the disciplinary notice shall be transmitted to the Union. Provided, that the Department shall first ask the affected employee's permission, and in the event the employee declines, then a copy will not be sent to the Union.

ARTICLE 23 - TERM OF AGREEMENT

23.1 All terms and provisions of this Agreement shall become effective on January 1, 2023 unless otherwise specified elsewhere, and shall remain in full force and effect through December 31, 2026. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90) but not more than one hundred twenty (120) days prior to December 31, 2023. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

23.1.1 Notwithstanding the provisions of Section 23.1, in the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms and provisions of this Agreement shall continue to remain in full force and effect during the course of collective bargaining, until such time as the terms of a new Agreement have been consummated, or unless consistent with RCW 41.56.123 the City serves the Union with ten (10) days' notice of intent to unilaterally implement its last offer and terminate the existing Agreement.

Signed this _____ day of _____, 2024

CITY OF SEATTLE, WASHINGTON
Executed Under Authority of

Ordinance No._____

For WSRCC

By _____
Antonio Acosta,Regional Manager

For the City

By _____
Bruce Harrell, Mayor

By _____
Shaun Van Eyk
Labor Relations Director

APPENDIX A

WESTERN STATES REGIONAL COUNCIL OF CARPENTERS

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, Washington, hereinafter referred to as the City, and the Northwest Regional Council of Carpenters, hereinafter referred to as the Union, for that period from January 1, 2023 through December 31, 2026. This APPENDIX shall apply exclusively to those classifications identified and set forth herein. The rates herein are illustrative of the increases provided in Articles 4.1.1 through 4.1.5 and any discrepancies shall be governed by those Articles.

A.1 Effective January 4, 2023, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Bridge Carpentry & Maint Lead	45.40							
Carpenter	45.40							
Carpenter Aprn	30.42	32.23	34.05	35.87	37.68	39.50	41.31	43.13
Carpenter CC	48.10	50.07	52.10					
Carpenter,Sr	45.40	47.33						

A.1.1 Effective January 3, 2024, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Bridge Carpentry & Maint Lead	47.44							
Carpenter	47.44							
Carpenter Aprn	31.78	33.68	35.58	37.48	39.38	41.27	43.17	45.07
Carpenter CC	50.26	52.32	54.44					
Carpenter,Sr	47.44	49.46						

*The standards for determining wage progression for the Carpenter Apprentice shall be in accordance with the Washington State Apprenticeship and Training Council and the City of Seattle Apprentice Sub-Committee.

A.1.2 Effective January 4, 2025, employees base wages will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%).

A.1.3 Effective January 10, 2026, employees base wages will be increased one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

APPENDIX B

Janus Memorandum of Understanding (MOU)

The following MOU attached hereto as Appendix B and signed by the City of Seattle and the Coalition of City Unions ("Parties"), is adopted and incorporated as an Appendix to this Agreement to address certain matters with respect to membership and payroll deductions after the U.S. Supreme Court's decision in Janus v. AFSCME. The Agreement is specific and limited to the content contained within it. Nothing in the MOU is intended, nor do the Parties intend, for the MOU to change the ability to file a grievance on any matter of dispute which may arise over the interpretation or application of the collective bargaining agreement itself. Specifically, nothing in the MOU is it intended to prevent the filing of a grievance to enforce any provision of the Union Engagement and Payroll Deductions Article 3. Any limitations on filing a grievance that are set forth in the MOU are limited to actions that may be taken with respect to the enforcement of the MOU itself, and limited specifically to Section B of the MOU.

MEMORANDUM OF UNDERSTANDING
By and Between THE CITY OF SEATTLE
and
COALITION OF CITY UNIONS
(Amending certain collective bargaining agreements)

Certain Unions representing employees at the City of Seattle have formed a coalition (herein referred to as "Coalition of City Unions") to collectively negotiate the impacts of the Janus v. AFSCME Supreme Court decision and other conditions of employment with the City of Seattle (herein referred to as "City;" together the City and this Coalition of City Unions shall be referred to as "the Parties"); and,

This Coalition of City Unions for the purpose of this Memorandum of Understanding (MOU) shall include the following individual Unions, provided that the named Unions are also signatory to this MOU: the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 104; the International Union of Painters and Allied Trades District Council #5; the Inland Boatmen's Union of the Pacific; Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 117; the International Brotherhood of Electrical Workers, Local 46; the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32; the International Brotherhood of Teamsters, Local 763; the International Union of Operating Engineers, Local 286; the UNITE Hotel Employees & Restaurant Employees, Local 8; the Public Service & Industrial Employees, Local 1239; the Washington State Council of County and City Employees, Local 21; the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, Local 15; the Sheet Metal Workers International Association, Local 66; the Seattle Municipal Court Marshals' Guild; the Pacific Northwest Regional Council of Carpenters; the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289; the Seattle Parking

Enforcement Officers Guild; the Seattle Police Dispatchers' Guild; the Seattle Police Management Association; and the Seattle Police Officers' Guild.

Background

In June of 2018, the United States Supreme Court issued the Janus v. AFSCME decision. In response to this change in circumstances, this Coalition of City Unions issued demands to bargain regarding the impacts and effects of the Janus v. AFSCME Supreme Court decision.

Included in the Parties collective bargaining agreements is a subordination of agreement clause that in summary states, "It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, City Charter, and state law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal law, City Charter, or state law are paramount and shall prevail."

The parties have agreed to engage in negotiations over the impacts and effects of this change in circumstances to reflect compliance with the Janus v. AFSCME Supreme Court decision.

Agreements

Section A. Amended Union Dues and Membership Language

The Parties agree to amend and modify each of the Parties' collective bargaining agreements as follows:

Article X - Union Engagement and Payroll Deductions

The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The performance of this function is recognized as a service to the Union by the City and The City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only. The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from Union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit. The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement. At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of their bargaining unit attending the Orientation.

The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

New Employee and Change in Employee Status Notification: The City shall supply the Union with the following information on a monthly basis for new employee's: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.

Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of their dues authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the union that the terms of the employee's authorization regarding dues deduction revocation have been met. The City will refer all employee inquiries or communications regarding union dues to the appropriate Union.

Section B. Agreement on Impacts of the Janus v. AFSCME Supreme Court decision.

The Parties further agree:

1. Member Training: During each year of this agreement a Union's principal officer may request that Union members be provided with at least eight (8) hours or one (1) day, whichever is greater, of paid release time to participate in member training programs sponsored by the Union. The Parties further agree that the release of employees shall be three (3) employee representatives per each Union in an individual Department; or two percent (2%) of a single Union's membership per each department, to be calculated as a maximum of two percent (2%) of an individual Union's membership in that single department (not citywide), whichever is greater. The approval of such release time shall not be unreasonably denied for arbitrary and/or capricious reasons. When granting such requests, the City will take into consideration the operational needs of each Department. At its sole discretion, the City may approve paid release time for additional employee representatives from each Department on a case-by-case basis.

2. The Unions shall submit to the Office of Labor Relations and the Department as far in advance as possible, but at least fourteen (14) calendar days in advance, the names of those members who will be attending each training course. Time off for those purposes shall be approved in advance by the employee's supervisor.

3. New Employees: The City shall work with the Seattle Department of Technology to develop an automated system to provide the Union with the following information within ten (10) working days after a new employee's first day of work: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate, FTE status. Until the process has been automated the departments may provide the Union notice at the same time the department notifies SDHR benefits, by sending an email to the Union providing the notice of hire. Upon automation departments may elect to not provide notice to the Unions and official notice will only be given by SDHR. The Parties agree to continue to work with departments to provide notice of new hires to the Union no later than 10 working days from the employee first day of work.

4. This agreement is specific and limited to the referenced demand to bargains and the associated negotiations related to the impacts regarding the Janus v. AFSCME decision and sets no precedent or practice by the City and cannot be used or introduced in any forum or proceeding as evidence of a precedent or a practice.

5. Issues arising over the interpretation, application, or enforceability of the provisions of this agreement shall be addressed during the Coalition labor management meetings and shall not be subject to the grievance procedure set forth in the Parties' collective bargaining agreements.

6. The provisions contained in "Section B" of this MOU will be reviewed when the current collective bargaining agreements expire. The Parties reserve their rights to make proposals during successor bargaining for a new agreement related to the items outlined in this MOA.

7. This Parties signatory to this MOU concur that the City has fulfilled its bargaining obligations regarding the demand to bargains filed as a result of the Janus v. AFSCME Supreme Court decision.

FOR THE CITY OF SEATTLE:

Jenny A. Durkan,
Mayor

~~Susan McNab,~~ Bobby Humes
Interim Seattle Human Resources Director

Laura A. Southard,
Deputy Director/Interim Labor Relations Director

SIGNATORY UNIONS:

Elizabeth Rockett, Field Representative
IU Painters and Allied Trades,
District Council #5

Natalie Kelly, Business Representative
HERE, Local 8

Andrea Friedland, Business Representative
IATSE, Local 15

Amy Bowles, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support

Ray Sugarman, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support

Shaun Van Eyk, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors

Mark Watson, Union Representative
WSCCCE, Council 2, Local 21, 21C, 21Z, 2083
& Local 21-PA Assistant

Steven Pray, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors

Kurt Swanson, Business Representative
UA Plumbers and Pipefitters Local 32

Janet Lewis, Business Representative
IBEW, Local 46

Kal Rohde, Business Representative
Sheet Metal Workers, Local 66

Brian Self, Business Representative
Boilermakers Union, Local 104

John Scearcy, Secretary-Treasurer
Teamsters, Local 117; JCC and Community
Service Officers & Evidence Warehousers

Mike Bolling, Business Representative
IU Operating Engineers, Local 286

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289
& 79

Scott A. Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC

Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security Officers (JCC); Local 1239 Recreation Unit

Peter Hart, Regional Director
Inland Boatmen's Union of the Pacific

Dave Quinn, Business Representative
Pacific Northwest Regional Council of Carpenters

Scott Fuquay, President
Seattle Municipal Court Marshals' Guild
IUPA, Local 600

Michael Cunningham, President
Seattle Police Dispatchers' Guild

Nanette Toyoshima, President
SPEOG, Seattle Parking Enforcement Officers' Guild

Scott Bachler, President
Seattle Police Management Association

Kevin Stuckey, President
Seattle Police Officers' Guild

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289
& 79

Scott A. Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC

Ian Gordon, Business Manager
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Seattle Police Dispatchers' Guild

Nanette Toyoshima, President
SPEOG, Seattle Parking Enforcement Officers' Guild

Scott Bachler, President
Seattle Police Management Association

Kevin Stuckey, President
Seattle Police Officers' Guild

AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,

AFSCME, LOCAL 21

Effective Date January 1, 2023 through December 31, 2026

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AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,

AFSCME, LOCAL 21

PREAMBLE

This Agreement is between the City of Seattle (hereinafter called the City) and the Washington State Council of County and City Employees, AFSCME, Local 21, (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative.

ARTICLE 1 – NONDISCRIMINATION

1.1 The City and the Union shall not unlawfully discriminate against any employee by reason of race, color, creed, age, color, sex, gender identity, gender expression, genetic information, national origin, religious belief, marital status, sexual orientation, political ideology, ancestry or the presence of any sensory, status as a disabled veteran, a Vietnam era veteran or other covered veteran, mental or physical handicap disability unless based on a bona fide occupational qualification reasonably necessary to the operations of the City. The parties agree nothing in this Agreement shall serve to prevent a job placement or other reasonable accommodation as may be made pursuant to state or federal law for prevention of discrimination on the basis of disability.

1.2 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

1.3 Allegations of discrimination shall be a proper subject for the grievance procedure; provided, however, the matter may not be pursued through arbitration (Step 4) if a complaint has been filed and is being pursued with a local government, state, or federal human rights or EEO agency.

ARTICLE 2 – RECOGNITION, BARGAINING UNIT, AND TEMPORARY EMPLOYMENT

2.1 The City recognizes the Union as the exclusive collective bargaining representative for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington, for employees employed within the bargaining unit defined in Appendix A and Appendix B of this Agreement. For purposes of this Agreement and the bargaining unit described herein the following definitions shall apply:

2.1.1 The term "employee" shall be defined to include probationary employees, regular employees, full-time employees, part-time employees, and temporary employees not otherwise excluded or limited in the following Sections of this Article.

2.1.2 The term "probationary employee" shall be defined as an employee who is within the first twelve (12) month trial period of employment following the employee's initial regular appointment within the classified service.

2.1.3 The term "regular employee" shall be defined as an employee who has successfully completed a twelve (12) month probationary period and who has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.

2.1.4 The term "full-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule of forty (40) hours per week.

2.1.5 The term "part-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule averaging at least twenty (20) hours but less than forty (40) hours per week.

2.1.6 A Temporary Assignment is defined as one of the following types:

A. Position Vacancy - An interim assignment for up to one (1) year to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent.

B. Incumbent Absence - An interim assignment for up to one (1) year to perform work associated with a regularly budgeted position when the incumbent is temporarily absent.

C. Less than half-time assignment - For seasonal, on-call, intermittent or regularly scheduled work that may be ongoing or recur from year to year but does not exceed one thousand forty (1,040) hours per year except as provided by Personnel Rule 11.

D. Short-term assignment - An assignment of up to one (1) year to perform work in response to emergency or unplanned needs such as peak workload, special project, or other short-term work that does not recur and does not continue from year to year.

E. Term-limited assignment - An assignment to perform time-limited work of more than one (1) but not more than three (3) years for:

a. Special time-limited project work that is clearly outside the routine work performed in the department and that requires skills and qualifications that are not typically used by the department; or

b. Replacement of a regularly appointed employee who is assigned to special term-limited project work.

c. Replacement of a regularly appointed employee whose absence of longer than one (1) year is due to disability time loss, union leave pursuant to rule 11.5, military leave of absence, or authorized leave of absence for medical reasons.

2.2 All provisions expressed in Chapter 11.0 of the Personnel Rules shall govern the utilization and management of temporary assignments, except where they are inconsistent with the expressed terms of the collective bargaining agreement.

2.3 Temporary employees shall be exempt from all provisions of this Agreement except Sections 2.3; 2.3.1; 2.3.2; 10.1 through 10.14; 10.17 except for temporary employees covered by 2.1.6(C);17.6; 17.15; 17.16; 19.1; Article 4, Union Engagement and Payroll Deductions; and Article 5, Grievance Procedure; provided, however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section.

2.3.1 Temporary employees who are not in benefits-eligible assignments shall be paid for all hours worked at the first pay step of the hourly rates of pay set forth within the appropriate Appendix covering the classification of work in which the employee is employed. Temporary employees who are in a benefits-eligible assignment shall receive step increases consistent with Personnel Rule 11.

2.3.2 Cumulative sick leave with pay computed at the same rate and with all benefits and conditions required by Seattle Municipal Code Chapter 14.16 and other applicable laws, such as RCW 49.46.210 shall be granted to all temporary employees not eligible for fringe benefits pursuant to Seattle Municipal Code subsection 4.20.055(C).

2.3.4 A temporary worker who is in a term-limited assignment shall receive service credit for layoff purposes if the employee is immediately hired (within thirty (30) business days without a break in service) into the same job title and position after the term is completed.

2.3.5 Temporary employees covered by this Agreement are eligible to apply for all positions advertised internally.

2.3.6 In the event that an interim assignment of a temporary worker to a vacant regular position accrues more than one thousand five hundred (1,500) hours, the department shall notify the Union that a labor-management meeting shall take place within two (2) weeks for the purpose of discussing the status of filling the vacant position prior to one (1) year.

2.3.7 FLSA eligible temporary employees shall be entitled to shift differential.

2.4 The City may establish preparatory training programs, including on-the-job training, for the purpose of providing individuals an opportunity to compete and potentially move laterally or upward into new career fields. It is understood that on-the-job training may involve bargaining unit work even though the "trainee" is not covered by this Agreement. It is also understood that said trainees will not be used for the purpose of displacing regular employees. The City will furnish the Union with a copy of such a training plan(s) if it affects bargaining unit employees prior to implementation.

2.5 As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or service to the City by various segments of its citizenry. Such programs may result in individuals performing work for the City that is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth training and/or employment programs, adult training and/or employment programs, vocational rehabilitation programs, work study and student intern programs, court-ordered community service programs, volunteer programs, and other programs with similar purposes. Some examples of such programs already in effect include Summer Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work Study, Adopt-a-Park, Seattle Conservation Corps, and court-ordered Community Service. Individuals working for the City pursuant to such programs shall be exempt from all provisions of this Agreement.

2.5.1 The City shall have the right to implement new public employment programs or expand its current programs beyond what exists as of the signature date of this Agreement, but where such implementation or expansion involves bargaining unit work and results in a significant departure from existing practice, the City shall give thirty (30) days' advance written notice to the Union of such and, upon receipt of a written request from the Union thereafter, the City shall engage in discussions with the Union on concerns raised by the Union. Notwithstanding any provision to the contrary, the expanded use of individuals under such a public employment program that involves the performance of bargaining unit work within a given City department, beyond what has traditionally existed, shall not be the cause of (1) a layoff of regular employees covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by this Agreement that recently had been occupied by a regular full-time employee who performed the specific bargaining unit work now being or about to be performed by an individual under one of the City's public employment programs.

2.6 The City shall not use temporary employees to supplant permanent positions. Bargaining unit positions shall not be supplanted by use of non-bargaining unit employees.

2.7 The City’s Temporary Employment philosophy and practices will be included as part of the Labor Management Leadership Committee (LMLC) Workplan.

ARTICLE 3 – RIGHTS OF MANAGEMENT

3.1 The right to hire, promote (in accordance with the Personnel Ordinance), discipline, and/or discharge for just cause, improve efficiency, and determine the work schedules and location of department headquarters are examples of management prerogatives. It is also understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement. This Agreement shall not limit the right of the City to contract for services of any and all types.

3.2 Delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and as such, maximized productivity is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes, and means of providing municipal services; the right to increase or diminish operations, in whole or in part; the right to increase or diminish equipment, including the introduction of any and all new, improved, or automated methods or equipment; the assignment of employees to specific jobs, including the right to temporarily assign employees to a specific job or position outside the bargaining unit and the right to determine appropriate work-out-of-class assignments; the determination of job content and/or job duties and the combination or consolidation of jobs; provided, however, the exercise of such rights contained herein shall not modify or change any provision of this Agreement without the written concurrence of the Union and the City.

3.3 The Union recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or groups of employees.

3.4 The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for bargaining unit work on a short-term, temporary basis under the following guidelines: 1) required expertise is not available within the City work force, or 2) the occurrence of peak loads above the work force capability. Determination as to (1) or (2) above shall be made by the department head involved; provided, however, prior to approval by the department head involved to contract out work under this provision, the Union will be notified thirty (30) days prior to the start of any new contract or as soon as the department is aware of the need to contract. This notification shall include:

1. A detailed justification for the proposed contracting;
2. A labor force analysis demonstrating why the current workforce cannot complete the work;

3. The location where the work will be performed;
4. A description of the work to be contracted;
5. The estimated duration and amount of the contract;
6. The intended start date; and
7. The date the work must be completed, if applicable.

The City will, during its budget process, review the use of contractors in the terms of nature of work, the duration, and the number of hours of contractor work being performed in conjunction with affected Union(s). Based on the review, if the City and Union(s) determine(s) there is an ongoing need, the parties will, in good faith, collaboratively determine whether the circumstances warrant the proposal of additional regular positions.

3.4.1 The Union may grieve contracting out for work as described herein, if such contract involves work normally performed by employees covered by this Agreement.

ARTICLE 4 – UNION ENGAGEMENT AND PAYROLL DEDUCTIONS

4.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The performance of this function is recognized as a service to the Union by the City and The City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only. The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from Union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

4.2 The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit. The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

4.3 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement. At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of their bargaining unit attending the Orientation.

4.4 The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

4.5 New Employee and Change in Employee Status Notification – The City will notify the Union with New Hire information as soon as possible. The City will supply the Union with the following information on a monthly basis for new employees:

a) Name
b) Home address
c) Personal phone

d) Personal email (if a member offers)
e) Job classification and title
f) Department and division
g) Work location
h) Date of hire
i) (FLSA) status: Hourly or salary
j) Compensation rate

4.6 Adoption of New Personnel Management System (Workday): Upon transition to a new Personnel Management System (Workday) the City agrees to notify the appropriate Union with New Hire information no later than one work week after the employee's first day of work. In the event that transition is delayed or the system is unable to send weekly notification, the parties agree to meet to discuss an alternative notification process no later than May 1, 2024.

The City will also notify the Union on a monthly basis regarding employee status changes for employees who have transferred into a bargaining unit position and of any employees who are no longer in the bargaining unit.

4.7 Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of their dues authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the union that the terms of the employee's authorization regarding dues deduction revocation have been met. The City will refer all employee inquiries or communications regarding union dues to the appropriate Union.

See Also: Appendix C

ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 Any dispute between the City and the Union concerning the interpretation, application, claim of breach, or violation of the express terms of this Agreement shall be deemed a grievance. Provided that an employee at any time may present a grievance to the City and have such grievance adjusted without the intervention of the Union, if the adjustment is not inconsistent with the expressed terms of this agreement and if the Union has been given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance.

5.2 A grievance in the interest of a majority of the employees in a unit of the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the grievance procedure and be processed within the time limits set forth herein. Grievances shall be filed at the step in which there is authority to adjudicate such grievance.

5.3 As a means of facilitating settlement of a grievance, either party may include an additional member at its expense on its committee. If, at any step in the grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.

5.4 Failure by an employee or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided, however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing. Failure by the City to comply with any time limitation of the procedure in this Article shall allow the Union and/or employee to proceed to the next step without waiting for the City to reply at the previous step, except that employees may not process a grievance beyond Step 3.

5.5 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.

5.6 A grievance shall be processed in accordance with the following procedure:

5.6.1 Step 1 - The contract grievance shall be reduced to written form by the aggrieved employee stating the section of the agreement allegedly violated and explaining the grievance in detail. The aggrieved employee shall present the written grievance to the employee’s supervisor within twenty (20) business days of the alleged contract

violation with a copy of the grievance submitted to the Union by the aggrieved employee. If requested by a shop steward or union representative, the Parties will convene a meeting. The immediate supervisor should consult and/or arrange a meeting with the immediate supervisor's supervisor, if necessary, to resolve the contract grievance. The parties shall make every effort to settle the contract grievance at this stage promptly. The immediate supervisor shall answer the grievance in writing within ten (10) business days after being notified of the grievance, with a copy of the response submitted to the aggrieved employee and the Union.

5.6.2 Step 2 - If the grievance is not resolved as provided in Step 1, the Union representative or a shop steward shall forward the written grievance to the division head with a copy to the City Director of Labor Relations within ten (10) business days after receipt of the Step 1 answer.

With Mediation:

At the time the aggrieved employee and/or the Union submits the grievance to the division head, the union representative or designee or the aggrieved employee or the division head may submit a written request for voluntary mediation assistance, with a copy to the Office of Employee Ombud (OEO) Coordinator, the City Director of Labor Relations and the Union representative or designee. If the OEO Coordinator determines that the case is in line with the protocols and procedures of the OEO process, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, the OEO Coordinator or designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Union Representative or designee and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the appropriate division head and the appropriate Union Representative or designee shall be so informed by the OEO Coordinator.

The parties to a mediation shall have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the collective bargaining agreement or to create a precedent regarding the interpretation of the collective bargaining agreement or to apply the settlement agreement to any circumstance beyond the explicit dispute applicable to said settlement agreement.

If the grievance is not resolved through mediation, the division head shall convene a meeting within ten (10) business days after receipt of notification that the grievance was not resolved through mediation between the aggrieved employee, Shop Steward and/or Union Representative, together with the division head, section manager, and departmental labor relations officer. The City Director of Labor Relations or designee may attend said meeting. Within ten (10) business days after the meeting, the division head shall forward a reply to the Union.

Without Mediation:

The division head shall convene a meeting within ten (10) business days after receipt of the grievance between the aggrieved employee, Shop Steward and/or Union Representative, together with the division head, section manager, and departmental labor relations officer. The City Director of Labor Relations or designee may attend said meeting. Within ten (10) business days after the meeting, the division head shall forward a reply to the Union.

5.6.3 Step 3 - If the grievance is not resolved as provided in Step 2 above, or if the grievance is initially submitted at Step 3 pursuant to Article 5, Section 5.2, the written grievance defined in the same manner as provided in Step 2 shall be forwarded within ten (10) business days after receipt of the Step 2 answer to the City Director of Labor Relations with a copy to the appropriate appointing authority.

Mediation can be requested at Step 3 in the same manner as outlined in Step 2. The grievance must be filed in the time frame specified in Step 3 and responded to in the time frame specified in Step 3 after receipt of notification from the OEO Coordinator that the grievance was not resolved through mediation.

The Director of Labor Relations, or designee, shall investigate the alleged grievance and shall contact the Union within five (5) workdays to convene a meeting between the appropriate parties at a mutually acceptable date. The Director or designee shall thereafter make a detailed confidential recommendation to the affected appointing authority who shall in turn give the Union an answer in writing ten (10) business days after receipt of the grievance or the meeting between the parties.

5.6.4 Step 4 - If the grievance is not settled in Step 3, either of the signatory parties to this Agreement may submit the grievance to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations, or the City and the Union may mutually agree to an alternative method to select an arbitrator. Such reference to arbitration shall be made within twenty (20) business days after receipt of the City's answer or failure to answer in Step 3 and shall be accompanied by the following information:

A. Identification of Section(s) of Agreement allegedly violated;

B. Nature of alleged violation;

C. Question(s) which the arbitrator is being asked to decide;

D. Remedy sought.

Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to binding arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of notification from the OEO Coordinator that the grievance was not resolved in mediation.

5.7 The parties shall abide by the award made in connection with any arbitrable difference. There shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration.

5.8 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood that:

A. The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement, and the arbitrator’s power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

B. The decision of the arbitrator shall be final, conclusive, and binding upon the City, the Union, and the employees involved.

C. The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.

D. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.

5.9 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance, or Law; provided, however, disciplinary action may be processed through the grievance procedure; provided, further, an employee covered by this Agreement must, upon initiating objections relating to disciplinary action, use either the grievance procedure contained herein (with the Union processing the grievance) or pertinent procedures regarding disciplinary appeals under the City Personnel Ordinance, including Civil Service procedures. Under no circumstances may an employee use both the grievance procedure and Personnel Ordinance procedures, including Civil Service procedures, relative to the same disciplinary action. In the event both a contract grievance and a Civil Service Commission Appeal have been filed regarding the same disciplinary action, only upon withdrawal of the Civil Service Commission appeal may the grievance be pursued under this contract grievance procedure.

5.10 The parties have agreed, through a Memorandum of Agreement, to adopt the following two procedures attached thereto that were developed by the Citywide Labor-Management Committee on Progressive Discipline:

A. Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the timelines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and

B. Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing. However, in the event a party refuses to accept an Offer of Settlement and recovers less than was offered in such settlement, said party will be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 5.8C.

The parties may mutually agree to alter, amend, or eliminate these procedures by executing a revised Memorandum of Agreement.

5.11 Alternative Dispute Resolution (ADR) - The City and the Union encourage the use of the City's OEO or other processes to resolve non-contractual workplace conflicts/disputes. Participation in the program or in an OEO process is entirely voluntary and confidential.

5.12 Property Interest Discipline Grievance

A. The burden of proof in disciplinary procedures shall be upon the City.

B. Where an appointing authority or their designee imposes or intends to impose property level discipline a preliminary notice of discipline shall be given to the employee. This preliminary notice of discipline shall contain (a) charges; (b) general description of the alleged acts and/or conduct upon which the charge is based and (c) the penalty to be imposed. A copy of the preliminary notice of discipline shall be concurrently provided to the local Union office. Upon request of the Union, the City shall provide a complete copy of the investigation files in advance of any Loudermill hearing requested in advance of issuing the formal discipline. The Union may also request a meeting to review the investigation file with the City's investigator. And Labor Relations. Both requests must be made timely, may not unduly delay the City's disciplinary processes.

ARTICLE 6 – WORK STOPPAGE

6.1 The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slowdown, or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the City; including, but not limited to, the recovery of any financial losses suffered by the City.

ARTICLE 7 – CLASSIFICATIONS, RATES OF PAY AND OTHER COMPENSATION

7.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth in Appendices A and B, which are attached hereto and made a part of this Agreement.

7.2 Effective January 4, 2023, employees' base wages will be increased by five percent (5%).

7.3 Effective January 3, 2024, employees base wages will be increased by four and one half percent (4.5%)

7.4 Effective January 4, 2025, employees base wages will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%).

7.5 Effective January 10, 2026, employees base wages will be increased one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

7.6 Employees will pay the employee portion of the required premium [listed as the WA Paid Family Leave Tax and the WA Paid Medical Leave Tax on an employee's paystub] of the Washington State Paid Family and Medical Leave Program effective December 25, 2019.

7.7 An employee reduced because of organizational change or reduction in force from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary rate of the lower range that is nearest to the salary rate to which the employee was entitled in the employee's former position without reduction, provided that such salary shall in no event exceed the maximum salary of the lower range. If an employee who has completed twenty-five (25) years of City service and who within five (5) years of a reduction in lieu of layoff to a position in a class having

a lower salary range, such employee shall receive the salary the employee was receiving prior to such second reduction as an "incumbent" for so long as the employee remains in such position or until the regular salary for the lower class exceeds the "incumbent" rate of pay.

7.8 When a position is reclassified to a new or different class having a different salary range, the employee occupying the position immediately prior to and at the time of reclassification shall receive the salary rate which shall be determined in the same manner as for a promotion; provided that if the employee's salary prior to reclassification is higher than the maximum salary of the range for such new or different class, the employee shall continue to receive such higher salary as an "incumbent" for so long as the employee remains in such position or until the regular salary for the classification exceeds the "incumbent" rate of pay.

7.9 Mileage Allowance - An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes. The 2023 reimbursement rate is sixty five and one half cent ($.655), increasing to sixty-seven cents ($.67) per mile on January 1, 2024 for all miles driven in the course of City business on that day.

7.9.1 The cents per mile mileage reimbursement rate set forth in Section 7.9 shall be adjusted up or down to reflect the current rate.

7.10 Effective January 1, 2023 and each year of the Agreement, the City will reimburse regular employees up to $300 to purchase or repair protective or specified footwear or other work gear (example: rain gear, gloves, etc.) when such items are required by the City.

7.10.1 Effective January 1, 2024 the boot/footwear reimbursement shall be $325.00.

7.10.2 Effective January 1, 2025 the boot/footwear reimbursement shall be $350.00.

7.10.3 Effective January 1, 2026 the boot/footwear reimbursement shall be $375.00.

7.10.3.1 During the PERC year (calendar year 2027), a boot/footwear reimbursement shall be $375.00.

7.10.3.2 Requests for reimbursement will be accompanied by an itemized receipt showing the amount and place of purchase or repair. The City will reimburse employees within a

reasonable time frame but no more than three pay periods after the request is submitted. Temporary employees who qualify for the 521 hour through 1040 hour level of premium pay or greater as set forth in the Temporary Employee definition will be eligible for the full reimbursement after every 1080 hours worked. New temporary employees will be eligible for $100 reimbursement after completing 200 hours of work.

7.10.3.3 An employee who does not use the full allowance in one calendar year may carry over the remaining balance to the next year for use in addition to the amount allocated for that year. This carryover shall extend into the ensuing year after the expiration of the contract.

7.11 The City shall provide and clean, on a reasonable basis, uniforms and specialized and/or protective clothing in accordance with department policy and procedures.

7.12 All uniforms and/or wearing apparel referenced above shall be charged to the employee who is to guarantee its return in exchange for replacement or at the termination of employment. In the case of intentional destruction or loss of said items, the cost thereof shall be charged to the employee.

7.13 Transit Subsidy - The City shall provide a transit subsidy benefit consistent with SMC 4.20.370.

7.14 Public Transportation & Parking - The City shall take such actions as may be necessary so that employee costs directly associated with their City employment for public transportation and/or parking in a City owned facility paid through payroll deduction will be structured in a manner whereby said costs are tax exempt, consistent with applicable IRS rules and regulations.

7.15 Commercial Driver's License - If the job responsibilities of the classification of work to which an employee is regularly appointed or is assigned on an out-of-class basis involve the driving of vehicles requiring the driver to have a state Commercial Driver's License (CDL), fees charged by the state for acquiring the license and all required endorsements shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal. The physical exam required to obtain or renew the license may be done on City time. The City will pay as a maximum amount, the rates charged by City identified clinics for the physical exam. Employees shall be notified of clinics offering the exam at this reimbursement rate. If an employee is covered by a City medical plan that includes coverage for physical exams, the employee shall have the exam form completed through the plan's providers (Group Health or Aetna) or shall seek reimbursement through the medical plan.

Employees required to have a Hazardous Material endorsement (HME) are required per Federal regulations to submit to a background records check and fingerprinting. Employees may make application for such HME on City time and shall be reimbursed for the fees associated with the background records check and fingerprinting if such endorsement is required by the job.

The City shall make a reasonable effort to make City trucks or equipment available for skill tests.

In addition, for those employees qualifying as described above, fees charged for department-approved classes offered for employees to assist them in passing this exam shall be reimbursed on a one-time-only basis.

Employees in other job titles or positions not involving the driving of vehicles requiring the CDL, who wish to take exam preparation or driver training courses, may request approval of the courses and reimbursement of fees in the normal manner in which educational expenses are applied for and approved by departments; provided, however, license fees for those individuals will not be reimbursed, nor shall the City be obligated to make City trucks or equipment available for skill tests for these individuals.

Nothing contained herein shall guarantee that written exams, skill tests, or training classes established for the purposes described herein shall be conducted during regular work hours or through adjusted work schedules, nor shall such written exams, skill tests, or training classes be paid for on an overtime basis.

7.16 Correction of Payroll Errors - In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two pay periods; and, upon written notice, an overpayment shall be corrected as follows:

A. If the overpayment involved only one paycheck;

   1. By payroll deductions spread over two pay periods; or

   2. By payments from the employee spread over two pay periods.

B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than Twenty-five Dollars ($25) per pay period.

C. If an employee separates from the City service before an overpayment is repaid, any remaining amount due the City will be deducted from the employee's final paycheck(s).

D. By other means as may be mutually agreed between the City and the employee. The Union Representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

ARTICLE 8 – ANNUAL VACATION

8.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 8.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

8.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, and sick leave. At the discretion of the City, up to one hundred and sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.

8.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

ACCRUAL RATE		EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE			MAXIMUM VACATION BALANCE
Hours on Regular Pay Status	Vacation Earned Per Hour	Years of Service	Working Days Per Year	Working Hours Per Year	Maximum Hours
0 through 08320	0460	0 through 4	12	(96)	192
08321 through 18720	0577	5 through 9	15	(120)	240
18721 through 29120	0615	10 through 14	16	(128)	256
29121 through 39520	0692	15 through 19	18	(144)	288
39521 through 41600	0769	20	20	(160)	320
41601 through 43680	0807	21	21	(168)	336
43681 through 45760	0846	22	22	(176)	352
45761 through 47840	0885	23	23	(184)	368
47841 through 49920	0923	24	24	(192)	384
49921 through 52000	0961	25	25	(200)	400
52001 through 54080	1000	26	26	(208)	416
54081 through 56160	1038	27	27	(216)	432
56161 through 58240	1076	28	28	(224)	448
58241 through 60320	1115	29	29	(232)	464
60321 and over	1153	30	30	(240)	480

8.4 Effective sixty (60) calendar days after full ratification of this replacement contract, the above table shall be superseded and replaced with the following vacation accrual rate table:

Accrual Years/Hours	Vacation Days	Hours per Year	Maximum Hours
Year 0-3 / 0-6,240	12	96	192
Year 4-7 / 6,241-14,560	16	128	256
Year 8-13 / 14,561-27,040	20	160	320
Year 14-18 / 27,041-37,440	23	184	368
Year 19 / 37,440 -39,520	24	192	384
Year 20 / 39,521-41,600	25	200	400
Year 21 / 41,601 – 43,680	26	208	416
Year 22 / 43,681 – 45,760	27	216	432
Year 23 / 45,761 – 47,840	28	224	448
Year 24 / 47,841 – 49,920	29	232	464
Year 25+ - 49,921+	30	240	480

8.5 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which the employee became eligible and may accumulate a vacation balance which shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

8.6 Employees may, with department approval, use accumulated vacation with pay after completing one thousand forty (1,040) hours on regular pay status. Effective December 25, 2019, the requirement that the employee must complete one thousand forty (1,040) hours on regular pay status prior to using vacation time shall end.

8.7 The minimum vacation allowance to be taken by an employee shall be one half (½) of a day or, at the discretion of the heads of the various departments, such lesser fraction of a day as shall be approved by respective appointing authorities.

8.8 The appointing authority shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department, but which accommodate the desires of the employees to the greatest degree feasible.

8.9 In the event that the City cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to three (3) months if such exception is approved by both the appointing authority and the Seattle Human Resources Director in order to allow rescheduling of the employee's vacation. In such cases the appointing authority shall provide the Seattle Human Resources Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period will be allowed.

8.10 An employee who leaves the City service for any reason after more than six (6) months' service shall be paid in a lump sum for any unused vacation the employee has previously accrued.

8.11 Upon the death of an employee in active service, pay shall be allowed for any vacation earned and not taken prior to the death of such employee.

8.12 Where an employee has exhausted their paid sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the medical care provider. Employees who are called to active military service or who respond to requests for assistance from the Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.

8.13 Vacation scheduling policies will be considered an appropriate topic for labor-management meetings if requested by the Union.

ARTICLE 9 – HOLIDAYS

9.1 The following days or days in lieu thereof shall be recognized as paid holidays:

New Year's Day	January 1
Martin Luther King, Jr.'s, Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Indigenous Peoples' Day	2nd Monday in October
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25
First Personal Holiday	
Second Personal Holiday	
Third Personal Holiday	(available after completion of 9 years of service (18,720 hours)).
Fourth Personal Holiday	(available after completion of 9 years of service (18,720 hours)).

9.1.1 Whenever any legal holiday falls upon a Sunday, the following Monday shall be a legal holiday. Whenever any legal holiday falls upon a Saturday, the preceding Friday shall be the legal holiday; provided, however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 9.3 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 9.3 shall be made only once per affected employee for any one holiday.

9.1.2 Employees who have either completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (Article 8.2) on or before December 31st of the current year shall receive an additional two (2) personal holidays for a total of four (4) personal holidays (per Article 9.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

9.2 To qualify for holiday pay, City employees covered by this Agreement must have been on pay status their normal workday before or their normal workday following the holiday; provided, however, employees returning from unpaid leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

9.3 Employees who are regularly scheduled to work on a holiday shall be paid for the holiday at their regular straight-time rate of pay and, in addition, they shall receive either one and one-half (1½) times their straight-time rate of pay for the hours worked or, with mutual agreement between the affected employee and the City, one and one-half (1½) times the hours worked (compensatory time) to be taken off at another date. For purposes of this Section, regularly scheduled shall be defined as forty-eight (48) hours' advance notice. In instances where forty-eight (48) hours' advance notice is not provided to an employee, said employee will be entitled to pay or compensatory time at two (2x) times the straight-time rate of pay for hours worked on the holiday in addition to the straight-time rate of pay for the holiday.

There shall be no pyramiding of holiday premium pay and overtime pay.

9.4 A Personal Holiday shall be used during the calendar year as a regular holiday, in eight (8) hour increments or a pro-rated equivalent for part time employees. Use of a Personal Holiday shall be requested in advance per existing division policy. When a Personal Holiday has been approved in advance and is later canceled by the City with less than a thirty (30)-day advance notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay pursuant to Section 9.3 for all time worked on the originally scheduled Personal Holiday.

9.5 For employees who work a four (4) day, forty (40) hour workweek the following shall apply:

If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If a holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday. This schedule will be followed unless the employee and the employee's supervisor determine that some other day will be taken off for the holiday; provided, however, that in such case the holiday time must be used no later than the end of the following pay period. If the holiday falls on a Tuesday, Wednesday, or Thursday, the holiday must be scheduled off no later than the end of the following pay period.

9.6 A regular part-time employee shall receive paid holiday time off (or paid time off in lieu thereof) based upon straight-time hours compensated during the pay period immediately prior to the pay period in which the holidays falls. The amount of paid holiday time off for which the part-time employee is eligible shall be in proportion to the holiday time off provided for full-time employees. For example, a full-time employee working eighty (80) hours per pay period would be eligible for eight (8)

hours off with pay on a holiday, while a part-time employee who works forty (40) hours during the pay period preceding the holiday would be eligible for four (4) hours off with pay.

ARTICLE 10 – SICK LEAVE AND BEREAVEMENT LEAVE

10.1 Sick Leave - Sick leave shall be defined as paid time off from work for a qualifying reason under Article 14.1 of this Agreement. Employees covered by this Agreement shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not to exceed forty (40) hours per week. If an employee's overall accrual rate falls below the accrual rate required by Seattle Municipal Code Chapter 14.16, Paid Sick and Safe Time Law ("Chapter 14.16"), the employee shall be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of Chapter 14.16. New employees entering City service shall not be entitled to use sick leave with pay during the first thirty (30) days of employment but shall accrue sick leave credits during such thirty (30) day period. An employee is authorized to use paid sick leave for hours that the employee was scheduled to have worked for the following reasons:

A. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventive care; or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or

B. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such reason, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or

C. Absences that qualify for leave under the Domestic Violence Leave Act, Chapter 49.76 RCW; or

D. The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or

E. The non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for purposes of adoption, including any time away from work prior to or following placement of the child to satisfy legal or regulatory requirements for the adoption.

Sick leave used for the purposes contemplated by Article 10.1.D and 10.1.E must end no later than the first anniversary of the child's birth or placement.

10.2 Abuse of paid sick leave or use of paid sick leave not for an authorized purpose may result in denial of sick leave payment and/or discipline up to and including dismissal.

10.3 Unlimited sick leave credit may be accrued.

10.4 Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to the employee's designated beneficiary.

10.5 Change in position or transfer to another City department shall not result in a loss of accumulated sick leave. Regular or benefits eligible temporary employees who are reinstated or rehired within 12 months of separation in the same or another department after any separation, including dismissal for cause, resignation, or quitting, shall have unused accrued sick leave reinstated as required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210.

10.6 In order to receive paid sick leave for reasons provided in Article 10.1.A – 10.1.E, an employee shall be required to provide verification that the employee's use of paid sick leave was for an authorized purpose, consistent with Seattle Municipal Code Chapter 14.16 and other applicable laws such as RCW 49.46.210. However, an employee shall not be required to provide verification for absences of less than four consecutive days.

10.7 Conditions Not Covered - Employees shall not be eligible for sick leave:

A. When suspended or on leave without pay and when laid off or on other non-pay status;

B. When off work on a holiday;

C. When an employee works during the employee's free time for an employer other that the City of Seattle and the employee's illness or disability arises therefrom.

10.8 Prerequisites for Payment - The following applicable requirements shall be fulfilled in order to establish an employee's eligibility for sick leave benefits.

10.9 Prompt Notification - The employee shall promptly notify the immediate supervisor, by telephone or otherwise, on the first day off due to illness and each day thereafter unless the employee believes the absence will last for more than one (1) day, in which case notification on the employee's first day off will include an expected date of return. The employee shall advise the supervisor of any change in expected date of return. If

an employee is on a special work schedule, particularly where relief replacement is necessary when they are absent, the employee shall notify the immediate supervisor as far as possible in advance of the scheduled time to report to work.

10.10 Notification While on Paid Vacation or Compensatory Time Off - If an employee is injured or is taken ill while on paid vacation or compensatory time off, the employee shall notify the employee's department on the first day of disability that they will be using paid sick leave. However, if it is physically impossible to give the required notice on the first day, notice shall be provided as soon as possible. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, may be required for absences greater than three continuous days.

10.11 Filing Application - Unless there are extenuating circumstances, the employee shall submit the required application for sick leave pay within sixteen (16) working hours after the employee's return to duty. However, if the employee is absent because of illness or injury for more than eighty (80) working hours, the employee shall then file an application for an indefinite period of time. Each supervisor and crew chief shall obtain the necessary forms provided by the Seattle Human Resources Department and make them available to the employee.

10.12 Claims to be in 15-minute increments - Sick leave shall be claimed in fifteen (15)-minute increments to the nearest full fifteen (15)-minute increment, a fraction of less than 8 minutes being disregarded. Separate portions of an absence interrupted by a return to work shall be claimed on separate application forms.

10.13 Limitations of Claims - All sick leave claims shall be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee shall not exceed the employee's sick leave accumulation as shown on the payroll for the pay period immediately preceding the employee's illness or disability. It is the responsibility of the employee's department to verify that sick leave accounts have not been overdrawn; and if a claim exceeds the number of hours an employee has to the employee's credit, the department shall correct the employee's application.

10.14 Rate of Pay for Sick Leave Used - An employee who uses paid sick leave shall be compensated at the straight-time rate of pay as required by Seattle Municipal Code 14.16, and other applicable laws, such as RCW 49.46.210. For example, an employee who misses a scheduled night shift associated with a graveyard premium pay is entitled to receive the premium for those hours missed due to sick leave. For employees who use paid sick leave hours that would have been overtime if worked, the City will apply

requirements of Seattle Municipal Code 14.16 and applicable laws such as RCW 49.46.210.

10.15 Shared Sick Leave Pool - The City will standardized the current sick leave transfer ("donation") program across all City departments through the following actions:

- Standardization of:
  - Forms
  - Processing templates
  - FAQs
  - Interdepartmental donation of sick leave
- Anonymizing sick leave requests for potential recipients
- Anonymizing sick leave donations from contributors

The intent of the program is to create a mandatory and uniform system that will function across departments as the established protocol for all sick leave donation requests and donations. The City agrees to perform this standardization using a Labor-Management Committee ("LMC") meeting, which will work in consultation with appropriate subject matter experts ("SMEs"), including but not limited to Seattle Human Resources, FAS Citywide Payroll and Business Systems, ITD HRIS and Race and Social Justice SMEs. The City further agrees to convene the LMC no later than 90 days from execution of this Agreement and to meet no less than monthly on the standardization process beginning in the month following the initial convening of the LMC.

10.16 SPFML Top-Up - Employees receiving SPFML may use any of their accrued paid and/or granted leave ("leave") to supplement the SPFML benefit payment, up to 100% of their weekly salary paid by the City of Seattle. The use of such leave to augment the SPFML benefit shall be called "supplemental leave pay." Use of Leave by an employee to supplement SPFML is strictly voluntary. The City cannot require an employee to use accrued Leave to supplement SPFML benefits.

10.16.1 Supplemental Leave Pay Utilization Process

A. Leave for the purposes of this proposal, is defined as all accrued and/or granted leave as set forth and defined in the City of Seattle Municipal Code Title 4 (Personnel) Sections 4.24 through 4.34 (vacation, sick leave, floating, merit, comp time, executive, etc.).

B. Supplemental leave pay may be accessed starting the first pay period after the City has received the final SPFML claim determination notice from the Washington State Employment Security Department ("ESD").

C. Supplemental Leave Supplemental leave can be used by employees based on the date range signified in the SPFML eligibility letter. For instances in which that date has passed, employees can submit time sheet correction requests to add the use of supplemental leave, as defined above. No time sheet corrections or reactivity shall be applied to any date or SPFML prior to the execution of this Agreement.

D. The use of supplemental leave to "top-up" an employee's SPFML benefit shall not exceed the amount of accrued and/or granted leave the employee has available in their balances.

E. The use of accrued and/or granted paid leave to supplement the SPFML benefit will be available in 15 minute increments, except for when the accrued and/or granted paid Leave the employee requests to be used to supplement the SPFML must be used in full day increments as specified by a given collective bargaining agreement or by City code or Personnel rules (e.g. personal holidays), and then shall be only available in full-day increments.

F. An employee must have already accrued the paid/granted leave they seek to use for the pay period in which they seek to use it.

G. It is the employee's responsibility for determining whether they have the accrued and/or granted leave they seek to use in a given pay period to supplement the SPFML.

10.17 Bereavement Leave - All employees covered by this Agreement are allowed forty (40) hours off without salary deduction for bereavement purposes in the event of the death of any relative. Bereavement leave may be used in full day increments or increments of one (1) hour, at the employee's discretion. Bereavement leave must be used within one (1) year; employees may submit for exceptions to this within thirty (30) days (requests that come in after the 30 days will be considered) of the death if they know they will need longer than one (1) year to use leave for that event. This benefit is prorated for less-than-full time employees. For purposes of this Section, "relative" is defined as any person related to the employee by blood, marriage, adoption, fostering, guardianship, in loco parentis, or domestic partnership.

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ARTICLE 11 – EMERGENCY, SABBATICAL AND OTHER LEAVES OF ABSENCE

11.1 Emergency Day - One (1) day or a portion thereof per Agreement year without loss of pay may be taken off subject to approval of the employee's supervisor and/or appointing authority when it is necessary that the employee be immediately off work to attend to one of the following situations either of which necessitates immediate action on the part of the employee.

A. The employee's spouse or domestic partner, child, parents or grandparents has unexpectedly become seriously ill or has had a serious accident; or

B. An unforeseen occurrence with respect to the employee's household (e.g., fire, flood or ongoing loss of power). "Household" shall be defined as the physical aspects, including pets, of the employee's residence or vehicle.

C. The emergency leave benefit must also be available to the employee in the event of inclement weather or natural disaster within the City limits or within the city or county in which the member resides that makes it impossible or unsafe for the employee to physically commute to their normal work site at the start of their normal shift.

The One (1) "day" of emergency leave may be used for separate incidents, in one (1) hour increments. The total hours compensated under this provision, however, shall not exceed eight (8) hours in a contract year.

11.2 Sabbatical Leave - Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Seattle Municipal Code, Chapter 4.33 and Article 12.6.

11.3 Military Deployment - Regular employees covered by this Agreement shall be eligible for a wage supplement when mobilized by the United States Armed Forces as provided for by City of Seattle Ordinance 124664.

11.3.1 A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted the annual paid military leave benefit, and is on unpaid military leave of absence, shall be eligible to retain the medical, dental and vision services coverage, and optional insurance coverage, for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human

Resources Director and the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

11.4 Paid Parental Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, "Paid Parental Leave," may take leave for bonding with their new child.

11.5 Union Leave - Upon written request, a regular employee elected or appointed to a Union office that requires all of their time will be given a leave of absence without pay from work, not to exceed one (1) year, with approval of the appointing authority based on the business needs of the department. The appointing authority will respond to such requests in writing within fourteen (14) calendar days. Should the appointing authority reject a request for Union Leave, the written response will include an explanation of the business need for the denial. Requests for Union Leave will not be unreasonably denied.

11.5.1 Leave may not be approved for more than one (1) employee at a time per Department. To be eligible for union leave under this provision, the employee must not currently be serving a probation or trial service.

11.5.2 A regular employee designated by the Union to serve on official union business that requires a part of their time will be given a leave of absence without pay from work, provided it can be done without detriment to City services and at least forty-eight (48) hours written notice is given to the Director. The employee will not suffer a loss of bargaining unit seniority rights and will accumulate the same during such leave.

11.5.3 The parties agree that at the City's sole discretion, the leave may be terminated in the event of layoff. The City will provide one month notice before recalling an employee. The parties further agree that the City may at its sole discretion hire term limited temporary employees to backfill for the absent employee.

ARTICLE 12 – RETIREMENT AND VEBA

12.1 Pursuant to City Ordinance as cited in the Seattle Municipal Code, eligible employees shall be covered by the Seattle City Employees Retirement System (SCERS).

12.1.1 Effective January 1, 2017, consistent with Ordinance No. 78444, as amended, the City shall implement a defined benefit plan, SCERS II, for employees hired on or after January 1, 2017.

12.2 POST-RETIREMENT VEBA - Each bargaining unit will conduct a vote to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) to provide post-retirement medical expense benefits to members who retire from City service.

12.2.1 Contributions from Unused Paid Time off at Retirement

A. Eligibility-to-Retire Requirements
   1. 5-9 years of service and are age 62 or older;
   2. 10-19 years of service and are age 57 or older;
   3. 20-29 years of service and are age 52 or older; or
   4. 30 years of service and are any age

B. The City will provide each bargaining unit with a list of its members who are expected to meet any of the criteria in paragraph A above as of December 31, 2021.

C. If the members of the bargaining unit who have met the criteria described in paragraph A above vote to require VEBA contributions from unused paid time off, then all members of the bargaining unit who are eligible to retire and those who become eligible during the life cycle of this contract shall, as elected by the voting members of the bargaining unit:

   1. Contribute 35% of their unused sick leave balance into the VEBA upon retirement; or
   2. Contribute 50% of their unused vacation leave balance into the VEBA upon retirement; or
   3. Contribute both 35% of their unused sick leave balance and 50% of their unused vacation leave balance upon retirement

Following any required VEBA contribution from a member's unused sick leave, the remaining balance will be forfeited; members may not contribute any portion of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan or receive cash.

D. If the members of the bargaining unit who have satisfied the eligibility-to-retire requirements described in paragraph A above do not vote to require VEBA contributions from unused sick leave, members may either:

1. Transfer 35% of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan, subject to the terms of the Plan and applicable law; or
2. Cash out their unused sick leave balance at 25% to be paid on their final paycheck.

In either case, the remaining balance of the member's unused sick leave will be forfeited.

12.4 ACTIVE VEBA

12.4.1 Contributions from Employee Wages (all regular employees who are part of the bargaining unit)

A. If the bargaining unit votes to require VEBA contributions from employee wages, then all members of the bargaining unit shall, as elected by the bargaining unit as to all of its members, make a mandatory employee contribution of one of the amounts listed below into the VEBA while employed by the City:
1. $25 per month, or
2. $50 per month

12.5 The City assumes no responsibility for the tax consequences of any VEBA contributions made by or on behalf of any member. Each union that elects to require VEBA contributions for the benefit of its members assumes sole responsibility for insuring that the VEBA complies with all applicable laws, including, without limitation, the Internal Revenue Code, and agrees to indemnify and hold the City harmless for any taxes, penalties and any other costs and expenses resulting from such contributions.

12.6 Sabbatical Leave and VEBA: Members of a bargaining unit that votes to accept the VEBA **and** who meet the eligible-to-retire criteria are not eligible to cash out their sick

leave at 25% as a part of their sabbatical benefit. Members who do not meet the eligible-to-retire criteria may cash out their sick leave at 25% in accordance with the sabbatical benefit.

ARTICLE 13 – HEALTH CARE, DENTAL CARE, LONG-TERM DISABILITY AND LIFE INSURANCE

13.1 Effective January 1, 2023, the City shall provide medical, dental, and vision plans (Kaiser Permanente Standard, Kaiser Permanent Deductible, Aetna Traditional, Aetna Preventive and Delta Dental self-insured plans, and Dental Health Services, and Vision Services Plan) for all regular employees (and eligible dependents) represented by Unions that are a party to the Memorandum of Agreement established to govern the plans. For calendar years 2024, 2025 and 2026, the selection, addition, and/or elimination of medical, dental, and vision benefit plans, and changes to such plans shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

A. An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 13.1 or similar programs as determined by the Labor-Management Health Care Committee.

13.1.1 Employees who retire and are under the age of sixty-five (65) shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.

13.1.2 New, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).

13.1.3 Employees who have worked on average thirty (30) hours per week, as determined by the City, shall be offered medical benefits per the Affordable Care Act (ACA).

13.2 Life Insurance - The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium, and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows:

13.2.1 Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of benefit

improvements to pay the employees' share of the monthly premiums or for life insurance purposes otherwise negotiated.

13.2.2 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.

13.3 Long-Term Disability - The City shall provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The City will pay the full monthly premium cost of a Base Plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollars ($667) base monthly wage. Employees may purchase through payroll deduction, an optional Buy-Up Plan with a ninety (90) day elimination period, which insures sixty percent (60%) for the remainder of the employee's base monthly wage (up to a maximum $8,333 per month). Benefits may be reduced by the employee's income from other sources as set forth in the Plan Description. The provisions of the plan shall be further and more fully defined in the Plan Description issued by the Standard Insurance Company.

13.3.1 During the term of this Agreement, the City may, at its discretion, change or eliminate the insurance carrier for any of the long-term disability benefits covered by this Section and provide an alternative plan either through self-insurance or another insurance carrier, however, the long-term disability benefit level shall remain substantially the same.

13.3.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2023 for the Base Plan, but not to exceed the maximum limitation on the City's premium obligation per calendar year as set forth within Section 13.3.

13.4 Long-Term Care - The City may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.

13.5 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.

13.6 Labor-Management Health Care Committee - This Committee shall be responsible for governing the medical, dental, and vision benefits for all regular employees represented

by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall decide whether to administer other City-provided insurance benefits.

ARTICLE 14 – INDUSTRIAL INJURY OR ILLNESS

14.1 Any employee who is disabled in the discharge of ~~his~~ duties and if such disablement results in absence from the employee's regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.

14.2 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to the employee's sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted; provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no-pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then: (1) any accrued sick leave or vacation leave utilized due to absence from their regular duties, as provided for in this Section shall be reinstated, and the employee shall be paid in accordance with Section 14.1, which provides payment at the eighty percent (80%) rate; or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 14.1.

14.3 Such compensation shall be authorized by the Seattle Human Resources Director or designee with the advice of such employee's appointing authority on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

14.4 In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions (taxes, retirement). This provision shall become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.

14.5 Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein that exceeds the rate required to be paid by state law,

hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, work hardening, conditioning, or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation Unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) calendar days after notification to the employee.

14.6 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay, but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 14.1. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 14.1.

14.7 Any employee eligible for the benefits provided by this Ordinance whose disability prevents the performance of the employee's regular duties, but, in the judgment of the employee's physician could perform duties of a less strenuous nature, shall be employed at the employee's normal rate of pay in such other suitable duties as the appointing authority shall direct with the approval of such employee's physician until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

14.8 Sick leave shall not be used for any disability herein described except as allowed in Section 14.2.

14.9 The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.

14.10 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

ARTICLE 15 – EMPLOYEE RIGHTS, SHOP STEWARD RESPONSIBILITIES, AND UNION BUSINESS

15.1 The City and the Union agree that they will not discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, gender identity, veteran status, political ideology, creed, religion, ancestry, or national origin; Union activities; or the presence of any sensory, mental or physical disability, unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the City.

Disputes involving this section of this Article may be processed through an appropriate agency and/or the third step of the grievance procedure, but shall not be subject for arbitration. Use of the grievance procedure may precede the initiation of any other official action involving such a dispute.

15.2 Words denoting gender in this agreement are intended to apply equally to either sex.

15.3 The Staff Representative of the Union may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit their activities during such investigations for a reasonable period of time and to matters relating to this Agreement. City work hours shall not be used by employees or Union Representatives for the conduct of Union business or the promotion of Union affairs.

15.4 The Union shall have the right to appoint a steward at any location where members are employed under the terms of this Agreement. The department shall be furnished with the names of stewards so appointed. Immediately after appointment of its Shop Steward(s) and Local Union Officer(s) who may serve as Stewards, the Union shall furnish the Director of Labor Relations with a list of those employees who have been designated as Shop Stewards and Local Union Officer(s) who may serve as Stewards. Said list shall be updated as needed. The Steward shall see that the provisions of this Agreement are observed, and they shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay. This shall include keeping the Union informed of matters relating to the Agreement and the processing of grievances relating to alleged violations, but not include processing grievances at Step 4 of the grievance procedure enumerated in Article 5 of this Agreement. When a Steward is processing a grievance, arrangements must be made with the supervisor of

the Steward for time away from the job. It is understood that all other Steward activities are to be conducted on the Stewards own time (before or after work, rest breaks, lunch).

15.5 Any charges by management that indicate that a Shop Steward or Local Union Officer is spending an unreasonable amount of time performing the aforementioned duties shall be settled at the lowest level possible. If these matters are unable to be settled at the Department level, they may be referred to the Director of Labor Relations or a designee for discussions with the Union's Staff Representative. The Staff Representative shall assume the responsibility of communicating to the Shop Steward or Local Union Officer any concerns or expectations resulting from the above discussions with the Director of Labor Relations or a designee.

15.6 Investigatory Interviews - When an employee is required by the City to attend an interview conducted by the City for purposes of investigating an incident which may lead to discipline/discharge of that employee because of that particular incident, the employee shall have the right to request union representation at the investigatory interview by a representative of the Union. If the employee makes such a request, the request shall be made to the City representative conducting the investigatory interview. The City, when faced with such a request, may:

(1) Grant the employee's request, or

(2) Deny the employee's request but, in doing so, stop and/or cancel the investigatory interview.

City Light employees located at the Skagit will be permitted forty-eight (48) hours, from the time the request is made to the City, to obtain Union representation.

15.6.1 In construing this Section, it is understood that:

(1) The City is not required to conduct an investigatory interview before discipline or discharging an employee.

(2) The City may cancel a scheduled interview at any time. The City will make its best effort to notify the parties of canceled interviews.

(3) The City does not have to grant an employee's request for Union representation when the meeting between the City and the employee is not investigatory, but is solely for the purpose of informing an employee of a disciplinary/discharge decision that the City has already made relative to that employee.

(4) The employee must make arrangements for Union representation when the employee's request for representation is granted. The investigatory interview must be held within a reasonable period of time following the employee's request for representation.

(5) An employee shall attend investigatory interviews scheduled by the City at reasonable times and reasonable places.

15.7 The City shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining units for posting:

A. Union bulletins regarding scheduled business and social meetings.

B. Information concerning Union elections and the results thereof.

C. Reports of official business.

Union bulletin board space shall not be used for notices that are political in nature. All material posted shall be officially identified as Washington State Council of County and City Employees, Local 21.

15.8 Personnel File - The employees covered by this Agreement may examine their personnel files in the departmental Personnel Office in the presence of the Personnel Officer or a designated supervisor. In matters of dispute regarding this section, no other personnel files will be recognized by the City or the Union except that supportive documents from other files may be used. Materials to be placed into an employee's personnel file relating to job performance or personal conduct or any other material that may have an adverse effect on the employee's employment shall be reasonable and accurate and brought to their attention with copies provided to the employee upon request.

In accordance with RCW 49.12.250, employees shall be given an opportunity to provide a written response to any written evaluations, disciplinary action or any other material to be included in the personnel file.

15.8.1 Supervisor Files - Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250 and RCW 49.12.260, and any provisions of this

Agreement applicable to personnel files, including allowing employee access to such files.

15.9 Employee Participation in Collective Bargaining - The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective August 18, 2004, employees who participate in bargaining as part of the Union's bargaining team during the respective employee's work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

1. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall not be applicable to this provision;
2. No more than an aggregate of one hundred (150) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision.
3. If the aggregate of one hundred (150) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.

ARTICLE 16 – WORK OUTSIDE OF CLASSIFICATION

16.1 Work out of class is a management tool, the purpose of which is to complete essential public services whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a position. When the duties of a higher-paid position are clearly outside the scope of an employee's regular classification for a period of three (3) hours or longer in any one (1) work week, the employee shall be paid at the out-of-class rate while performing such duties and accepting such responsibility. The out-of-class rate shall be determined in the same manner as for promotion and shall be paid for only actual hours worked. "Proper authority" shall be a supervisor who has been designated the authority by a manager or director directly above the position that is being filled out of class and who has budget management authority of the work unit. The City has the sole authority to direct its supervisors as to when to assign employees to a higher class. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months for any one position. The six (6) month period may be exceeded under the following circumstances: (1) when a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) when a position is scheduled for abrogation; or (4) a position is encumbered (an assignment in lieu of a layoff; e.g., with the renovation of the Seattle Center Coliseum). When such circumstances require that an out-of-class assignment be extended beyond six (6) months for any one position, the City shall notify the Union or Unions that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out of class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good-faith basis.

16.1.1 When an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2,088 hours) of actual service, they will receive one step increment in the higher paid title; provided that they have not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class that were properly paid per Article 16.1 of this Agreement, shall apply toward salary step placement if the employee's

position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

16.2 An employee may be temporarily assigned to perform the duties of a lower-paid classification without a reduction in pay. When employees voluntarily apply for and voluntarily accept a position in a lower-level classification, they shall receive the salary rate for the lower class, which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class. For such temporary period, the employee shall continue to pay dues to the Union of the higher class. The overtime provisions applicable are those of the contract covering the bargaining unit position of the work being performed on an overtime basis. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class or the duties of a class with the same pay rate range as the employee's primary class, across Union jurisdictional lines, with no change to the employee's regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement, and payment for absences do not apply in these instances.

16.3 Out-of-class work shall be formally assigned in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties that would otherwise constitute an out-of-class assignment. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of the employee's own classification if the employee is not formally assigned to perform the duties on an out-of-class basis.

16.3.1 No employee may assume the duties of the higher-paid position without being formally assigned to do so except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to the employee's department director for retroactive payment of out-of-class pay. The decision of the department director as to whether the duties were performed and whether performance thereof was appropriate shall be final.

16.4 An employee who is temporarily unable to perform the regular duties of the employee's classification due to an off-the-job injury or illness may opt to perform work within a lower-paying classification dependent upon the availability of such work and subject to the approval of the Employer. The involved employee shall receive the salary rate for the lower class that, without increase, is nearest to the salary rate to which such employee was entitled in the higher class. The Union shall be provided a copy of correspondence to an employee concerning anticipated application of this Section.

16.5 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, regardless of the length of the 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 twelve (12) months of the out-of-class assignment.

ARTICLE 17 – HOURS OF WORK AND OVERTIME

17.1 Eight (8) hours within nine (9) consecutive hours shall constitute a workday, and five (5) consecutive days within seven (7) consecutive days shall constitute a workweek of forty (40) hours. Work schedules shall normally consist of five (5) consecutive days followed by two (2) consecutive days off, except for relief shift assignments, 4/10 work schedules, and other special schedules.

17.2 Meal Period - Employees shall receive a meal period that shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's regular shift. The meal period shall be no less than one half (½) hour nor more than one (1) hour in duration and shall be without compensation. Should an employee be required to work in excess of five (5) continuous hours from the commencement of the employee's regular shift without being provided a meal period, the employee shall be compensated at two (2) times the employee's straight-time rate of pay for the time worked during the employee's normal meal period and be afforded a meal period at the first available opportunity during working hours without compensation.

17.3 Rest Breaks - Employees shall receive a fifteen (15)-minute rest break during the first four (4)-hour period of their workday and a second fifteen (15)-minute rest break during the second four (4)-hour period in their workday. Employees shall be compensated at their prevailing wage rate for time spent while on rest breaks.

17.3.1 Upon mutual agreement between the affected employee and the employee's supervisor, janitors in the Finance and Administrative Services Department and employees in the Seattle Animal Shelter may forego their morning and/or afternoon rest break (consisting of fifteen (15) minutes each) and combine the break with their regularly scheduled lunch period. Either the employee or supervisor may discontinue this practice with advance written notice to the other party.

17.4 Where work conditions require continuous staffing throughout a work shift for thirty (30) consecutive days or more, the City will provide advance notice per Section 17.22.B and may, in lieu of the meal period and rest periods provided in Sections 17.2 and 17.3, provide a working meal period and working rest periods during working hours without a loss in pay so that such periods do not interfere with ongoing work requirements.

For periods of less than thirty (30) days, a continuous eight (8) hour shift may be implemented by mutual agreement of the appointing authority or designee and the Union Staff Representative, subject to the advance notice provision of Section 17.22.C. The appointing authority or designee shall be at the level of at least a division director.

17.5 When management deems it necessary, work schedules may be established other than the normal Monday through Friday schedule; provided, however, that where work weeks other than the basic departmental work week schedules in force on the effective date of this Agreement are deemed necessary, the change(s) and reason therefore shall be provided to the Union. At least forty-eight (48) hours' advance notice shall be afforded the Union and employees covered by this Agreement when shift and schedule changes are required by their supervisor. In instances where forty-eight (48) hours' advance notification is not provided to an employee, the employee shall be compensated at the overtime rate of pay for the first shift worked under the new schedule.

17.6 All work performed in excess of eight (8) hours in any workday (except for those employees who work a four (4) day, forty (40)-hour work week) or forty (40) hours in any work week shall be considered as overtime. Such overtime work shall be paid for at the rate of two (2) times the employee's regular straight-time rate of pay or, by mutual consent between the employee and the employee's supervisor, compensated for by compensatory time off at the applicable overtime rate and in such a manner so as not to conflict with the Fair Labor Standards Act (FLSA). An appointing authority, or ~~his/her~~ designee, may set a maximum level of compensatory time to be accrued at any one time and may set policy and develop procedures for scheduling and approval of compensatory time off.

A "work week" for purposes of determining whether an employee exceeds forty (40) hours in a work week shall be a seven (7) consecutive day period of time beginning on Wednesday and ending on Tuesday, except when expressly designated to begin and end on different days and times from the normal Wednesday through Tuesday work week.

All overtime work shall be offered to qualified regular employees in the classification before any temporary employees are asked to work overtime.

Discussion of a department's compensatory time policies and procedures shall be a proper subject for discussion in a labor-management meeting if requested by the Union.

17.7 <u>Call Back</u> - Employees who are called back to work after completing their regular shift and who are relieved of duty before commencing their next regular shift shall be paid a minimum of two (2) hours pay at double the straight-time rate of pay. Any time worked in excess of two (2) hours shall be paid for at double the straight-time rate of pay for actual hours worked.

17.7.1 Definition of a Call Back - A Call Back shall be defined as a circumstance where an employee has left the work premises at the completion of the employee's regular work shift and is required to report back to work due to unplanned or unforeseen circumstances, prior to the start of the employee's next regularly scheduled work shift. An employee who is called back to report to work before the commencement of the employee's regular work shift shall be compensated in accordance with the Call Back provisions of this Labor Agreement; provided, however, in the event the employee is called back to report to work within two (2) hours from the starting time of the employee's next regularly scheduled work shift, the employee shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of the employee's next regularly scheduled work shift, and the Call-Back provision shall not apply. This provision does not apply to planned or scheduled overtime assignments.

17.8 Extended Emergency Situations - In extended emergency situations, without prior notice, City Departments may switch to two (2) twelve (12)-hour shifts until the emergency is resolved.

17.9 Standby Duty - Whenever an employee covered by this Agreement is placed on standby duty by the City, the employee shall be available to respond to the call within fifteen (15) minutes after being contacted and, when necessary, report as directed. Employees who are placed on standby duty by the City shall be paid at the rate of ten percent (10%) of the straight-time hourly rate of pay listed in Appendix A and B for all hours assigned.

If an employee is required to return to work while on standby duty, the standby pay shall be discontinued for the actual hours on work duty, and compensation shall be provided in accordance with Article 17.7 above.

The assignment of standby duties is a management right. The administration of standby duty is subject to the policies or practices within each City department.

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

17.11 Meal Reimbursement - When an employee is specifically directed by the City to work two (2) hours or longer at the beginning or end of their normal work shift away from their place of residence of not less than eight (8) hours or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from their place of residence as a result of such additional hours of work, the employee shall be reimbursed

for the "*reasonable cost*" of such meal in accordance with Ordinance 111768. In order to receive reimbursement, the employee must furnish the City with a dated original itemized receipt from the establishment for said meal no later than the end of the following pay period; otherwise, the employee shall be paid a maximum of Twenty Dollars ($20.00) in lieu of reimbursement for the meal.

17.11.1 To receive reimbursement for a meal under this provision the following rules shall be adhered to:

1. Said meal must be eaten within a reasonable time after completion of the overtime work. Meals cannot be saved, consumed and claimed at some later date.

2. In determining "*reasonable cost*," the following shall also be considered:

   a. The time period during which the overtime is worked; and

   b. The availability of reasonably priced eating establishments at that time; and

   c. The employee's dietary needs.

3. The City shall not reimburse for the cost of alcoholic beverages.

17.11.2 In lieu of any meal compensation as set forth within this Section, the City may, at its discretion, provide a meal.

17.11.3 When an employee is called out to the field or a City facility in an emergency to work two (2) hours or longer of unscheduled overtime, immediately prior to or after their normal work shift of not less than eight (8) hours, said employee shall be eligible for meal reimbursement pursuant to this section; provided, however, if the employee is not given time off to eat a meal within a reasonable time after completion of the overtime, the employee shall be paid a maximum of Twenty Dollars ($20.00) in lieu of reimbursement for the meal.

17.12 Any time spent consuming a meal during working hours shall be without compensation.

17.13 Effective upon the date of the Mayor's signature on this Agreement, all temporary employees shall be entitled to the overtime meal reimbursement.

17.14 When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to the employee's normal eight (8) hour work shift, said employee shall be eligible for meal reimbursement pursuant to Sections

17.11, 17.12, and 17.13; provided, however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a maximum of Six Dollars ($6.00) in lieu of reimbursement for the meal. Effective upon ratification of this Agreement by both parties, the payment in lieu of reimbursement for the meal will be increased to Twenty Dollars ($20.00). Any time spent consuming a meal during working hours shall be without compensation.

17.15 Four-Day Work Week - It is hereby agreed that the City may, notwithstanding Sections 17.1 and 17.6 of this Article, upon notice to the Union, implement a four (4) day, forty (40) hour work week affecting employees covered by this Agreement. In administering the four (4) day, forty (40) hour work week, the following working conditions (except as modified by Section 17.16) shall prevail:

A. Employee participation shall be on a voluntary basis;

B. Overtime shall be paid for any hours worked in excess of ten (10) hours per day or forty (40) hours per week;

C. Vacation benefits shall be accrued on an hourly basis and expended in 15-minute increments;

D. Sick leave benefits shall be accrued on an hourly basis and expended in 15-minute increments;

E. Holidays shall be granted in accordance with Article 9 of this Agreement;

F. The meal period shall commence no less than two (2) nor more than six and one-half (6½) hours from the beginning of the shift.

17.16 With the concurrence of their supervisor, Scale Attendants may schedule their shift breaks immediately preceding and following the one-half (½) hour unpaid lunch break, allowing one (1) hour for lunch, half of which is paid time and one-half (½) of which is the unpaid lunch break.

17.17 9/80 Work Schedule - It is hereby agreed that the City may, notwithstanding Sections 17.1 and 17.6 of this Article, upon notice to the Union, implement a 9/80 work schedule affecting employees covered by this Agreement. In administering the 9/80 work schedule, the following working conditions shall prevail:

A. Overtime shall be paid for any hours worked in excess of nine (9) hours per day or forty (40) hours per work week;

B. Holidays, bereavement/funeral leave and emergency leave shall be granted in accordance with Article 9, Article 10 and Article 11 of this Agreement and shall be paid at eight (8) hours per incident. Employees may choose either unpaid leave, accrued paid leave, or, with prior written approval, may work an additional hour during the same work week of the holiday/leave day to cover the one (1) hour for each incident. The additional hour worked referenced in this later option shall not be subject to overtime under the provisions of this Agreement or shift differential pay, and shall be scheduled in such a manner as to not require overtime under the Fair Labor Standards Act.

C. The meal period shall commence no less than two (2) nor more than six (6) hours from the beginning of the shift.

17.18 Shift Pay - An employee who is scheduled to work not less than four (4) hours of the employee's regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premiums for all scheduled hours worked during such shift:

SWING SHIFT	$1.25 per hour
GRAVEYARD SHIFT	$1.75 per hour

The above shift premium shall not apply to vacation, holiday pay, funeral leave, or other paid leave benefit. Employees who miss an assigned shift for which they would have received a shift premium, shall be entitled to use sick leave as provided in Section 10.16 of this Agreement.

17.19 Overtime shall be computed from the employee's base pay and shall not include the shift premium pay. However, an employee assigned to work one of these shifts on an overtime basis shall be paid the premium pay in addition to the overtime pay if actual overtime work continues for four (4) hours or more.

In no event shall shift premium pay be due employees who work overtime as an extension of their regular shift or on a call-out basis if not being assigned to work in one of the positions normally scheduled for swing or graveyard shift.

Due to the unusual operating hours of the Seattle Animal Shelter, an Animal Control Officer II who is scheduled to work not less than three and one-half (3½) hours of the employee's regular work shift during the evening (swing) shift shall receive the above-referenced shift premium for all scheduled hours worked during such shift.

17.20 Meal Reimbursement while on Travel Status - An employee shall be reimbursed for meals while on travel status at the federal per diem rate. An employee will not be required to submit receipts for meals and may retain any unspent portion of an advance cash allowance for meals.

17.21 Language Premium **-** Employees assigned to perform bilingual, interpretive and/or translation services for the City shall receive a $200 per month premium pay. The City shall ensure employees providing language access services are independently evaluated and approved. The City may review the assignment annually and may terminate the assignment at any time.

17.22 Scheduling Changes

A. Definitions - For the purpose of this section the following definitions shall apply:
   a. Work Schedule – This is an employee's assigned workdays, work shift, and days off.
   b. Workday – This is an employee's assigned day(s) of work.
   c. Work Shift – This is an employee's assigned hours of work in a workday.
   d. Days Off – This is an employee's assigned non-working days.

B. Extended Notice Work Schedule Change - At least fourteen (14) calendar days' advance notification shall be afforded affected employees when work schedule changes lasting longer than thirty (30) calendar days are required by the City. The fourteen (14) calendar day advance notice may be waived by mutual agreement of the employee and management, with notice to the Union.

C. Short Notice Work Schedule Change - At least forty-eight (48) hours advance notification shall be afforded affected employees when work schedule changes lasting less than thirty (30) calendar days are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first work shift worked under the new schedule.

D. Short Notice Work Shift Change - At least forty-eight (48) hours advance notification shall be afforded affected employees when work shift changes lasting less than thirty (30) calendar days are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first work shift worked under the new schedule.

17.23 Seattle Department of Transportation - Overtime for all employees classified as Truck Driver shall be scheduled based on seniority within their group, utilizing list rotations for each group.

ARTICLE 18 – TRANSFERS, VOLUNTARY REDUCTION, LAYOFF, AND RECALL

18.1 Transfers - The transfer of an employee shall not constitute a promotion except as provided in Section 18.1.2E.

18.1.1 Intra-departmental Transfers - An appointing authority may transfer an employee from one position to another position in the same class in the employee's department without prior approval of the Seattle Human Resources Director but must report any such transfer to the Seattle Human Resources Department within five (5) days of its effective date.

18.1.2 Other transfers may be made upon consent of the appointing authorities of the departments involved and with the Seattle Human Resources Director's approval as follows:

A. Transfer in the same class from one department to another;

B. Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position;

C. Transfer, in lieu of layoff, may be made to a position in the same class to a different department upon showing that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced. The employee subject to layoff shall have this opportunity to transfer, provided there is no one on the Reinstatement Recall List for the same class for that department. If there is more than one employee eligible for transfer, in lieu of layoff, in the same job title, the employee names shall be placed on a Layoff Transfer List in order of job class seniority. Eligibility to choose this opportunity to transfer is limited to those employees who have no rights to other positions in the application of the layoff language herein including Section 18.7.

A department will be provided with the names of eligible employees and their job skills. The department will fill the position with the most senior employee with the job skills needed for the position. The department may test or otherwise affirm the employee has the skills and ability to perform the work.

An employee on the Layoff Transfer List who is not placed in another position prior to layoff shall be eligible for placement on the Reinstatement Recall List pursuant to Section 18.8.

D. Transfer, in lieu of layoff, may be made to a single position in another class in the same or a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular, trial service, or probationary employee is not displaced;

E. Transfer, in lieu of layoff, may be made to a single position in another class when such transfer would constitute a promotion or advancement in the service, provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced and when transfer in lieu of layoff under Section 18.1.2D is not practicable;

F. The Seattle Human Resources Director may approve a transfer under Section 18.1.2A, B, C, D, or E with the consent of the appointing authority of the receiving department only, upon a showing of the circumstances justifying such action;

G. Transfer may be made to another similar class with the same maximum rate of pay in the same or different department upon the director's approval of a written request by the appointing authority.

18.2 Employees transferred pursuant to the provisions of Section 18.1.2 shall serve probationary and/or trial service periods as may be required in Article 20, Sections 20.16; 20.17; 20.18; and 20.19.

18.3 Voluntary Reduction - A regularly appointed employee may be reduced to a lower class upon the employee's written request stating the reasons for such requested reduction, if the request is concurred in by the appointing authority and is approved by the Seattle Human Resources Director. Such reduction shall not displace any regular, trial service, or probationary employee.

18.3.1 The employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 18.9. Upon a showing, concurred in by the appointing authority that the reason for such voluntary reduction no longer exists, the Seattle Human Resources Director may restore the employee to the employee's former status.

18.4 The City shall notify the Union and the affected employee in writing at least two (2) weeks in advance whenever possible, when a layoff is imminent within the bargaining unit.

18.4.1 Layoff - Layoff for purposes of this Agreement shall be defined as the interruption of employment and suspension of pay of any regular, trial service, or probationary employee because of lack of work, lack of funds, or through reorganization. Reorganization when used as a criterion for layoff shall be based upon specific policy decision(s) by legislative authority to eliminate, restrict, or reduce functions or funds of a particular department.

18.5 Employees within a given class in a department shall be subject to lay off in accordance with the following order:

A. Interim appointees;

B. Temporary or intermittent employees not earning service credit;

C. Probationary employees*;

D. Trial service employees*(who cannot be reverted in accordance with Section 20.9); or

E. Regular employees* in order of their length of service, the one with the least amount of service being laid off first.

*(except as their layoff may be affected by military service during probation).

18.6 However, the City may lay off out of the order described above for one or more of the following reasons:

A. Upon showing by the appointing authority that the operating needs of the department require a special experience, training, or skill.

B. When (1) women or minorities are substantially underrepresented in an EEO category within a department; or (2) when a planned layoff would produce substantial underrepresentation of women or minorities, and (3) such layoff in normal order would have a negative, disparate impact on women or minorities; then the Seattle Human Resources Director shall make the minimal adjustment necessary in the order of layoff in order to prevent the negative disparate impact.

18.7 At the time of layoff, a regular employee or a trial service employee (per Section 18.4.1) shall be given an opportunity to accept reduction (bump) to the next lower class in the series from which the employee is being laid off, provided the employee has successfully completed a probation or trial service period in the lower class in the employee's department or the employee may be transferred as provided in Section 18.1.2D. An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 18.9. This Section shall apply only within each of the following class series: (1) Animal Control Officer I and Animal Control Officer II; (2) Janitor and Lead Janitor; and (3) General Truck Driver and Heavy Truck Driver.

18.8 Recall - The names of regular, trial service, or probationary employees who have been laid off shall be placed upon a Reinstatement Recall List for the same class and for the department from which laid off for a period of two (2) years from the date of layoff.

18.8.1 Anyone on a Reinstatement Recall List who becomes a regular employee in the same class in another department shall lose reinstatement rights in the employee's former department.

18.8.2 Refusal to accept work from a Reinstatement Recall List shall terminate all rights granted under this Agreement; provided, however, no employee shall lose reinstatement eligibility by refusing to accept appointment in a lower class.

18.8.3 If a vacancy is to be filled in a given department and a Reinstatement Recall List for the classification for that vacancy contains the names of eligible employees who were laid off from that classification, the following shall be the order of the Reinstatement Recall List:

A. Regular employees laid off from the department having the vacancy in the order of their length of service. The regular employee on such Reinstatement Recall List who has the most service credit shall be first reinstated;

B. Trial service employees laid off from the department having the vacancy in the order of their length of service. The trial service employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.

C. Probationary employees laid off from the department having the vacancy without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall.

D. Regular employees laid off from the same classification in another City department and regular employees on a Layoff Transfer List. The regular employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Section 20.7 shall apply.

E. Trial service employees laid off from the same classification in another City department and trial service employees on a Layoff Transfer List. The trial service employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Section 20.7 shall apply.

F. Probationary employees laid off from the same classification in another City department and probationary employees on a Layoff Transfer List without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.

18.8.4 The City may recall laid-off employees out of the order set forth within Section 18.8.3 upon showing by the appointing authority that the operating needs of the department require such experience, training, or skill. The Union will be notified of any recall out of order and be provided the reason for such decision.

18.8.5 The Union agrees that employees from other bargaining units whose names are on the Reinstatement Recall Lists for the same classifications shall be considered in the same manner as employees of this bargaining unit, provided the Union representing those employees has agreed to a reciprocal right to employees of this bargaining unit. Otherwise, this Section shall only be applicable to those positions that are covered by this Agreement.

18.8.6 Nothing in this Article shall prevent the reinstatement of any regular, trial service or probationary employee for the purpose of appointment to another lateral title or for voluntary reduction in class, as provided in this Article.

18.9 For purposes of layoff, service credit in a class for a regular employee shall be computed to cover all service subsequent to the employee's regular appointment to a position in that class and shall be applicable in the department in which employed as follows:

A. After completion of the probationary period, service credit shall be given for employment in the same, equal, or higher class, including service in other departments, and shall include temporary or intermittent employment in the same class under regular appointment prior to permanent appointment;

B. A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position.

C. Service credit shall be given for previous regular employment of an incumbent in a position that has been reallocated and in which the employee has been continued with recognized standing;

D. Service credit shall be given for service prior to an authorized transfer;

E. Service credit shall be given for time lost during:

1. Jury duty;

2. Disability incurred in line of service;

3. Illness or disability compensated for under any plan authorized and paid for by the City;

4. Service as a representative of a Union affecting the welfare of City employees;

5. Service with the armed forces of the United States, including, but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

18.9.1 Service credit for purposes of layoff shall not be recognized for the following:

A. For service of a regular employee in a lower class to which the employee has been reduced and in which the employee has not had regular standing, except from the time of such reduction;

B. For any employment prior to a separation from the service other than by a resignation that has been withdrawn within sixty (60) days from the effective date of the resignation and bears the favorable recommendation of the appointing authority and is approved by the Seattle Human Resources Director;

18.10 The City agrees to support employees facing layoff by providing the Project Hire program during the term of this Agreement. If a department is hiring for a position in which the employee is qualified, and if no business reason would otherwise make the employee unsuitable for employment, the employee will be interviewed for the vacancy. This provision does not create any guarantee or entitlement to any position. The Project Hire guidelines apply.

ARTICLE 19 – SAFETY STANDARDS

19.1 All work shall be done in a competent manner and in accordance with the State of Washington Safety Codes and the City of Seattle Safety Rules and Policies.

19.2 Upon request of the Union, a department shall provide notice of the safety committees on which members of this bargaining unit are represented and the regularly scheduled meeting dates.

19.3 Safety Committee - Affected Unions shall be notified in advance and included in any processes that are used by City Departments to determine employee membership on all departmental, divisional, and sectional Safety Committees. Union notification and engagement protocols will be facilitated through departmental labor management committees.

19.4 Citywide Health and Safety Committee - The Employer and the Coalition of City Unions ("CCU") shall form a City-wide health and safety committee member unions shall appoint no more than ten (10) members of the committee. The Employer shall appoint a maximum of 10 members to the committee. The committee shall convene at least quarterly. The Parties may meet more frequently by mutual agreement.

19.5 Departmental Health and Safety Committee - Each City department will form joint safety committees in accordance with WISHA requirements at each permanent work location where there are eleven (11) or more employees. Where there is need, safety committees may also be formed at division levels, and/or unit levels, however these shall not replace the departmental safety committee. When setting up safety committee elections, a department will notify the unions represented at that location and the union shall have 14 days to provide the City with a list of union appointed members proportionate to their representation at the location. Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the appropriate Appointing Authority for review and action, as necessary. The Appointing Authority or designee will report follow-up action/information to the Safety Committee.

19.6 Employee Workplace Safety - The City shall make reasonable efforts to provide an environment free from violence, harassment and other hazardous conditions When the Union or employee(s) report a hazardous condition in the City operated workplace, the City shall conduct a risk assessment to identify potential hazards and make efforts to

mitigate any findings. Both the risk assessment and mitigation plan will be shared with the impacted labor Unions.

19.7 Recognizing the health and safety impacts of climate change to workers and the community - City Departments shall follow OSHA/WISHA guidelines and recommendations in order to create written worksite safety plans to prevent heat-related illness and ensure emergency preparedness for employees in the event of extreme outdoor heat.

19.8 Ergonomic Assessments - At the request of an employee, the Employer will ensure that an ergonomic assessment of the employee's workplace is completed in City facilities. Solutions to identified issues/concerns will be implemented within available resources.

19.9 Air Quality Assessments - Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with the safety committee section above.

19.10 Pandemic Health and Safety - The City will follow guidelines as set by the CDC and local Public Health entities with regard to any pandemic or disease outbreak.

ARTICLE 20 – PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

20.1 The following shall define terms used in this Article:

20.1.1 Probationary Period - A twelve (12) month period of employment following an employee's initial regular appointment within the Civil Service to a position.

20.1.2 Regular Appointment - The authorized appointment of an individual to a position covered by Civil Service.

20.1.3 Trial Service Period/Regular Subsequent Appointment - A twelve (12) month trial period of employment of a regular employee beginning with the effective date of a subsequent, regular appointment from one classification to a different classification; through promotion, or transfer to a classification in which the employee has not successfully completed a probationary or trial service period; or rehire from a Reinstatement Recall List to a department other than that from which the employee was laid off.

20.1.4 Regular Employee - An employee who has successfully completed a twelve (12) month probationary period and has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.

20.1.5 Revert - To return an employee who has not successfully completed the trial service period to a vacant position in the same class and former department (if applicable) from which the employee was appointed.

20.1.6 Reversion Recall List - If no such vacancy exists to which the employee may revert, the employee will be removed from the payroll and the employee's name placed on a Reversion Recall List for the class/department from which the employee was removed.

20.2 Probationary Period/Status of Employee - Employees who are initially appointed to a position shall serve a probationary period of twelve (12) months.

20.3 The probationary period shall provide the department with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the position, and to terminate any employee whose work performance fails to meet the required standards.

20.4 An employee shall become regular after having completed their probationary period unless the individual is dismissed under provisions of Section 20.5 and 20.6.

20.5 Probationary Period/Dismissal - An employee may be dismissed during their probationary period after having been given written notice five (5) working days prior to the effective date of dismissal. However, if the department believes the best interest of the City requires the immediate dismissal of the probationary employee, written notice of only one (1) full working day prior to the effective date of the dismissal shall be required. The reasons for the dismissal shall be filed with the Director of Personnel and a copy sent to the Union.

20.6 An employee dismissed during the probationary period shall not have the right to appeal the dismissal. When proper advance notice of the dismissal is not given, the employee may enter an appeal (for payment of up to five (5) days' salary), which the employee would have otherwise received had proper notice been given. If such a claim is sustained, the employee shall be entitled to the appropriate payment of salary but shall not be entitled to reinstatement.

20.7 Trial Service Period - An employee who has satisfactorily completed the probationary period and who is subsequently appointed to a position in another classification shall serve a twelve (12) month trial service period, in accordance with Section 20.1.3.

20.8 The trial service period shall provide the department with the opportunity to observe the employee's work and to train and aid the employee in adjustment to the position, and to revert such an employee whose work performance fails to meet required standards.

20.9 An employee who has been appointed from one classification to another classification within the same or different department and who fails to satisfactorily complete the trial service period shall be reverted to a vacant position within the former department and classification from which the employee was appointed.

Where no such vacancy exists, such employee shall be given fifteen (15) calendar days' written notice prior to being placed on a Reversion Recall List for the employee's former department and former classification and being removed from the payroll.

20.10 Employees who have been reverted during the trial service period shall not have the right to appeal the reversion.

20.11 The names of regular employees who have been reverted for purposes of re-employment in their former department shall be placed upon a Reversion Recall List for the same classification from which they were promoted or transferred for a period of one (1) year from the date of reversion.

20.12 If a vacancy is to be filled in a department and a valid Reversion Recall List for the classification for that vacancy contains the name(s) of eligible employees who have been removed from the payroll from that classification and from that department, such employees shall be reinstated in order of their length of service in that classification. The employee who has the most service in that classification shall be the first reinstated.

20.13 Where an employee whose name is on a valid Reversion Recall List for a specific job classification accepts employment with the City in that same job classification, the employee's name shall be removed from the Reversion Recall List. Refusal to accept placement from a Reversion Recall List to a position the same, or essentially the same, as that which the employee previously held shall cause an employee's name to be removed from the Reversion Recall List, which shall terminate rights to reemployment under this Reversion Recall List provision.

20.14 Where an employee whose name is on a valid Reversion Recall List accepts employment with the City in another class and/or department, the employee's name shall be removed from the Reversion Recall List.

20.15 A reverted employee shall be paid at the step of the range that the employee normally would have received had the employee not been appointed.

20.16 Subsequent Appointments During Probationary Period or Trial Service Period - If a probationary employee is subsequently appointed in the same classification from one department to another, the receiving department may, with approval of the Seattle Human Resources Director, require that a complete twelve (12) month probationary period be served in that department. If a regular employee or an employee who is still serving a trial service period is subsequently appointed in the same classification from one department to another, the receiving department may, with the approval of the Seattle Human Resources Director, require that a twelve (12) month trial service period be served in that department.

20.17 If a probationary employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month probationary period in the new classification. If a regular employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month trial service period in the new classification.

20.18 Within the same department, if a regular employee is appointed to a higher classification while serving in a trial service period, the trial service period for the lower

classification and the new trial service period for the higher classification shall overlap, provided that the higher and lower classifications are in the same or a closely related field. The employee shall complete the term of the original trial service period and be given regular status in the lower classification. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

20.19 Within the same department, if a probationary employee is regularly appointed to a higher classification while serving in a probationary period, the probationary period and the new trial service period for the higher classification shall overlap, provided the higher and the lower classifications are in the same or a closely related field. The employee shall complete the term of the original probationary period and be given regular standing in the lower class. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

20.20 The probationary period shall be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness (or where an employee is otherwise protected by SMC 14.16 or other laws such as RCW 49.46.210), vacations, jury duty, and military leaves shall not result in an extension of the probationary period, but upon approval of the Seattle Human Resources Director, an employee's probationary period may be extended so as to include the equivalent of a full twelve (12) months of actual service where there are numerous absences.

20.21 Nothing in this Article shall be construed as being in conflict with provisions of Article 18.

ARTICLE 21 – GENERAL CONDITIONS

21.1 City Light/Skagit - When City Light employees are prevented (due to impassable roads or similar conditions) from returning to their regular place of residence after completing their day's work, the department shall provide the employees with suitable food and lodging at no cost to the employees. In addition, the department shall pay one (1) hour's pay per day at the employee's regular hourly rate for each night the employees are away from their regular place of residence.

21.1.1 Employees normally assigned to Ross Powerhouse will continue to travel on their own time. However, when employees normally assigned to either Gorge Powerhouse or Diablo Powerhouse are required to report to Ross Powerhouse, they shall travel in department vehicles or vessels on department time. Travel time shall not be paid when suitable board and lodging are available at Ross.

21.1.2 During extreme weather conditions, Skagit employees shall be allowed to report to the closest City Light facility for their workday.

21.2 Solid Waste Field Operations Division (Seattle Public Utilities) - Employees within the Solid Waste Field Operations Division classified as Heavy Truck Driver (long-haul drivers) shall pick their shift assignments on the basis of length of service; provided, however, that "shift trading" shall continue in accordance with past practice within the Solid Waste Field Operations Division. Shift selection under this provision shall be conducted twice each year, once during the month of April and again during the month of October. In addition, shift selection will also be conducted when there is a business need or when a Heavy Truck Driver (long-haul driver) position in the Solid Waste Field Operations Division becomes vacant, provided the Seattle Public Utilities has determined the need to fill the position. If a shift selection has been conducted to fill a vacancy or for a business need up to two (2) months prior to the month of April or October, the regularly scheduled shift selection may be canceled by mutual agreement between Management and the Union.

21.2.1 Length of service for the above purpose shall be computed from the date when an employee is appointed as a regular Heavy Truck Driver within the Solid Waste Field Operations Division; provided, however, any employee who is so appointed on or after September 1, 1975, who immediately preceding said appointment had been employed in the Solid Waste Field Operations Division in another classification or status, shall have all time worked as a "temporary," "as needed," or "provisional" Heavy Truck Driver within the Solid Waste Field Operations Division counted toward establishing the employee’s seniority for shift pick purposes; provided, further, time worked in the

status of "temporary," "as needed," or "provisional" as described above will only be counted for the current year and prior calendar year immediately preceding the regular appointment as a Heavy Truck Driver within the Solid Waste Field Operations Division.

21.2.2 Employees classified as Scale Attendant shall pick their shift assignments on the basis of length of service. Shift selection under this provision shall be conducted twice each year, once during the month of April and again during the month of October. In addition, shift selection will also be conducted when there is a business need or when a Scale Attendant position in the Solid Waste Operations becomes vacant, provided the Seattle Public Utilities has determined the need to fill the position. If a shift selection has been conducted to fill a vacancy or for a business need up to two (2) months prior to the month of April or October, the regularly scheduled shift selection may be canceled by mutual agreement between Management and the Union.

21.2.3 Length of service for the above purpose shall be computed from the date when an employee is appointed as a regular Scale Attendant within the Solid Waste Field Operations Division; provided, however, an employee who is so appointed on or after January 1, 1992, who, immediately preceding said appointment, had been employed in the Solid Waste Field Operations Division as a "temporary," "as needed," or "provisional" Scale Attendant, shall have such service counted toward establishing the employee's seniority for shift pick purposes; provided, further, time worked in the status of "temporary," "as needed," or "provisional" as described above will only be counted for the current year and prior calendar year immediately preceding the regular appointment as a Scale Attendant within the Solid Waste Field Operations Division. Current employees who feel they are eligible for an adjusted length of service for this purpose must indicate their eligibility for this service credit within thirty (30) calendar days of the signing of this Agreement in 1992. New employees must claim such eligibility within one (1) year of their regular appointment. If such claims are not timely made, the service credit will not be counted in determining the employee's seniority date for the above purpose.

21.2.4 The City and the Union acknowledge that the safety of staff and the public by maintaining legal load weights is of paramount importance. The parties further have an interest in maximizing efficiencies in the performance of City work. To that end, the City has established procedures to prevent overweight loads and commits to meeting with the Union upon request to address any problems associated with load weights.

21.3 Finance and Administrative Services Department - Employees classified as Animal Control Officers in the Seattle Animal Shelter shall pick their hours of work and days off on the basis of length of service. Selection under this provision shall be conducted at least once per calendar year. The annual selection shall be accomplished during the month of August so as to become effective during the first part of September. In addition, shift selection will also be conducted when a bargaining unit position becomes vacant, provided the department has determined the position will be filled. Also, an exception to this procedure will be allowed for purposes of placing a probationary employee on a shift with staffing available for backup consisting of two or more non-probationary employees. The assignment made in this manner will not exceed ninety (90) workdays in length, after which the shift selection process will be conducted.

21.3.1 Employees classified as Janitor or Janitor Lead shall pick their hours of work and days off on the basis of length of service. Selection under this provision shall be conducted at least once per calendar year. In addition, shift selection will also be conducted when a bargaining unit position becomes vacant, provided the department has determined the position will be filled.

21.3.2 Employees classified as Animal Control Officers that report to court on their day off, either in person or virtually, shall be compensated for a minimum of 2 (two) hours at the applicable rate.

21.3.3 Length of service for the above purpose shall be computed from the date when an employee is appointed as a regular Animal Control Officer within the Finance and Administrative Services Department.

21.3.4 The Union and the City hereby agree that a proper visual image of employees of the Enforcement Section to the public is essential, and, as such, employees are required to wear the uniforms and/or apparel provided and encouraged to wear the recommended wearing apparel. (Note: See 7.10 and 7.11.)

21.3.5 If an Animal Control Officer II is assigned to lead a public employment program crew (as referenced in Article 2.5) in a "pet canvas" program, the Animal Control Officer II will be paid an additional Fifty Cents ($.50) per hour while so assigned.

21.4 Parks and Recreation Department - Employees classified as Truck Driver and Heavy Truck Driver, pick their hours of work and days off on the basis of length of service. Selection under this provision shall be conducted at least once per calendar year. In addition, shift selection will also be conducted when a bargaining unit position becomes vacant, provided the department has determined the position will be filled.

21.4.1 When employees in Truck Driver and Heavy Truck Driver classifications represented by the Washington State Council of County and City Employees, AFSCME Local 21, perform the same body of work during the cleanup of an illegal encampment as employees in classifications represented by Public Service and Industrial Employees Local 1239, those employees shall receive "Encampment Pay" under the following terms and conditions:

1. Employees who have completed the required training shall be eligible to receive a premium pay of ten percent (10%) of their regular hourly wage in addition to their respective regular hourly wage rate for all hours assigned to sort and/or remove materials associated with illegal encampments.

2. The assignment of sorting and/or removing of materials associated with illegal encampments are additional duties that shall be assigned at the sole discretion of the appointing authority. As an additional duty, this work includes the physical removal of encampment materials at the encampment site, such as sorting, bagging, cleaning and removal of personal belongings. Such assignment does not include typical truck driver duties, such as loading materials associated with an illegal encampment into the vehicle, or operating mechanical and/or hydraulic equipment attached to a truck during the cleanup of an illegal encampment.

3. This provision shall be in effect when the City, in its sole discretion, posts an area with a "72-hour Notice and Order to Remove Personal Property", for the purpose of sorting and/or removing materials associated with an illegal encampment and subsequently cleans the area. This shall not include postings providing notice that a removal has already occurred.

<u>All Departments</u>

21.5 Upon request of the Union, a labor-management meeting will be convened to discuss new vehicles or equipment assigned to be driven or operated by employees within the bargaining unit.

21.6 Upon request of the Union, a labor-management meeting will be convened to discuss employee requests for training, the available funding, and processes for job application and career advancement.

21.7 Identification Cards - Picture identification cards may be issued to employees by the City, and if so, shall be worn in a sensible, but conspicuous place on their person by all such employees or as reflected in the current practice of the department. Any such picture identification cards shall identify the employee by name, department and photograph, consistent with the practice of each department. The cost of replacing the card damaged due to normal wear and tear shall be borne by the City.

21.8 Ethics and Elections Commission - Nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics, including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement, and, as such, are not subject to the Grievance Procedure contained within this Agreement. Records of any fines imposed or monetary settlements shall not be included in the employee's personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court.

In the event the Employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline shall apply. No record of the disciplinary recommendations by the Commission shall be placed in the employee's personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.

21.9 Flexcar Program - If the City intends to implement a flexcar program in a manner that would constitute a benefit for any employee(s) represented by a Union that is a member of the Coalition of City Unions, the parties agree to open negotiations to establish the elements of said program that are mandatory subjects of bargaining prior to program implementation.

21.10 Parking Past Practice - In exchange for all of the foregoing, the parties to the Memorandum of Understanding hereby acknowledge and affirm that a past practice shall not have been established obligating the City to continue to provide employee parking in an instance where employees were permitted to park on City property at their work location if the City sells the property, builds on existing parking sites, or some other substantial change in circumstance occurs. However, the City shall be obligated to bargain the impacts of such changes.

21.10.1 Commute Trip Reduction Parking Rates - Effective January 1, 2020, the City proposes to increase the Commute Trip Reduction ("CTR") parking benefit cost to the employee from $7.00 to $10.00.

21.11 During the term of this Agreement, the City and the Union agree to enter into bargaining on impacts associated with the following:

a. Changes associated with revisions to the Affordable Care Act (ACA).

b. Changes to mandatory subjects related to the Race and Social Justice Initiative (RSJI) efforts.

c. Changes arising from or related to the Washington Paid Family and Medical Leave Program (Title 50A RCW) including, but not limited to, changes to the City's current paid leave benefit which may arise as a result of final rulemaking from the State of Washington, which may include changes to the draw down requirements associated with the City's Paid Family and Parental Leave programs.

21.12 No later than sixty (60) days after the full ratification of this Agreement, the Parties agree to initiate interest-based bargaining (IBB) on the subject of Change Team co-lead compensation, workload balance, and workplace protections. The Parties further agree that both the Director of Human Resources or designee, equal numbers of management and labor representatives and up to six (6) members of department Change Teams will be members of the IBB negotiation team. Upon completion of IBB, the Parties may agree by mutual consent to reopen this Agreement to incorporate agreed upon language. The Parties acknowledge that any new or modified language developed in IBB may need parameter approval from the LRPC and adoption by the Seattle City Council in order to be enforceable.

21.13 Dependent Care Task Force - The City and the Coalition of City Unions recognize a common interest in supporting employees by increasing access to safe, affordable, and quality dependent care services.

To meet this interest, the Parties will convene a joint Task Force to study options for a possible child and dependent care benefit program, including the possibility of a multi-employer dependent care voucher program. The joint Task Force shall be made up of equal numbers of labor representatives and representatives of the City.

The Task Force assessment should include an analysis of the need for dependent care by City employees, affordability, quality, location of child and adult care providers, and the administrative infrastructure needed to oversee the program. The assessment should also include an analysis of the costs and benefits of a dependent care benefit program and possible revenue sources such as the potential excess Health Insurance Rate Stabilization Fund. By mutual agreement, the Task Force may consult with outside experts to help with the assessment.

The Task Force shall provide a written report, with its analysis and recommendations, no later than end of year 2024.

21.14 Encampment Clean-Up Safety and Compensation - The Parties agree to examine the City's safety protocols and encampment premium as each relates to homeless encampment clean-up. During the term of this Agreement, the City and impacted Coalition unions agree to meet and discuss existing practices and to consider potential improvements to the existing safety protocols and encampment premium. Should the Parties reach Agreement in principle on any changes to the safety protocols, the City agrees, subject to the approval of the City Council and the Mayor, to reduce such agreement to writing.

ARTICLE 22 – DISCIPLINARY ACTIONS

22.1 The City may discipline, suspend, demote, or discharge an employee for just cause.

22.2 The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:

A. Verbal warning, which shall be accompanied by a notation in the employee's personnel file;

B. Written reprimand;

C. Suspension;

D. Demotion; or

E. Discharge.

22.3 Coaching and counseling are deemed to be means of communicating and addressing performance deficiencies or behavioral problems to an employee and are not grievable.

22.4 Which disciplinary action is taken will depend upon the circumstances, including the seriousness of the employee's misconduct. The City maintains the right to take disciplinary action as it deems appropriate, which may include advancing to an appropriate step in the progressive discipline process to address major disciplinary offenses.

22.5 Provided the employee has received no further or additional discipline in the intervening period, a verbal warning or written reprimand may not be used for progressive discipline after two (2) years other than to show notice of any rule or policy at issue.

22.6 Discipline that arises as a result of a violation of workplace policies or City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence, shall not be subject to 22.5 above.

ARTICLE 23 – LABOR-MANAGEMENT CONFERENCE COMMITTEE

23.1 The City and the Union agree to convene a joint Conference Committee at the written request of either party to this Agreement. The Conference Committee shall consist of no more than three (3) representatives of each of the parties and shall include the Staff Representative of the Union or designated representative and the City of Seattle Director of Labor Relations or designated representative. When the issues to be discussed pertain to a single department, the other members of each party's committee shall be from the given department. Any increase in either party's committee members must be through mutual agreement of the parties. The purpose of the committee is to deal with matters of general concern to the Union and/or the City or a particular department, as opposed to individual complaints of employees; provided, however, it is understood that the Conference Committee shall function in a consultative capacity and shall not be considered a decision-making body. Either the Union representatives or the City representatives may initiate a discussion of any subject of a general nature affecting employees covered by this Agreement. All written requests for a committee meeting shall contain specific reasons for the meeting, including the subject(s) and the names of committee members.

23.2 Employment Security - Labor and management support continuing efforts to provide the best service delivery and the highest quality service in the most cost-effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing workplace issues, including administrative and service delivery productivity, efficiency, quality controls, and customer service.

Labor and management agree that, in order to maximize participation and results from the Employee Involvement Committees (EIC), no one will lose employment or equivalent rate of pay with the City of Seattle because of efficiencies resulting from an EIC initiative.

In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate their rights under this employment security provision.

23.3 Labor-Management Leadership Committee - The Labor-Management Leadership Committee will be a forum for communication and cooperation between labor and management to support the delivery of high-quality, cost-effective service to the citizens of Seattle while maintaining a high-quality work environment for City employees.

23.3.1 The management representatives to the Committee will be determined in accordance with the Labor-Management Leadership Committee Charter. The Coalition of City Unions will appoint a minimum of six (6) labor representatives and a maximum equal to the number of management representatives of the Committee. The Co-chairs of the Coalition will be members of the Leadership Committee.

ARTICLE 24 – SUBORDINATION OF AGREEMENT

24.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, state law, and the City Charter. When any provisions thereof are in conflict with the provisions of this Agreement, the provisions of said federal law, state law, or City Charter are paramount and shall prevail.

24.2 It is also understood that the parties hereto and the employees of the City are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE 25 – SAVINGS CLAUSE

25.1 If an article of this Agreement or any addendum thereto should be held invalid by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

ARTICLE 26 – ENTIRE AGREEMENT

26.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

26.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE 27 – TELECOMMUTING

27.1 Nothing in this Article abridges the Employer's rights enumerated within this Agreement.

27.2 Telecommuting is an arrangement in which an employee's job duties may be performed at an alternative worksite, such as the employee's residence or a satellite office located closer to the employee's residence than the primary worksite where the employee is regularly assigned.

27.3 Telecommuting is recognized by the City and its employees as a practical, feasible and durable work alternative when it benefits the City of Seattle in one (1) or more of the following ways:

A. Maintains and enhances the delivery and resilience of City services;
B. Improves employee effectiveness, productivity and morale;
C. Maximizes utilization of City of Seattle office facilities;
D. Reduces absenteeism;
E. Promotes employee health and wellness, including ergonomic health;
F. Improves employee recruitment and retention;
G. Improves air quality and reduce traffic congestion;
H. Enhances the working life and opportunities of persons with disabilities; and
I. Other reasons as defined by the appointing authority.

27.4 Telecommuting Agreement – Telecommuting is encouraged but not mandated for employees, including temporary employees. Each bargaining unit member will have the opportunity to request a telecommuting agreement. The bargaining unit member must submit the request in writing to the City.

The City and the bargaining unit member will evaluate the feasibility of a request through an interactive process consistent with Personnel Rule 9.2 -Telecommuting. The City will consider all information provided by the bargaining unit member, including but not limited to health and safety, childcare, elder care and other family care, equity and transportation needs when making a decision on whether to grant a request.

When reporting to a primary worksite is required by an "in-office" weekly minimum policy, four hours work shall constitute an "in office" shift and the minimums may be met based on an average within a pay period. "In office" will include field work such as, but not limited to, inspections, public meetings, trainings, events and work at City

designated facilities, provided the employee is in paid status and performing work on behalf of the City.

The employee shall report to the employing unit's primary worksite for public-facing services when so directed. The employee shall take reasonable precautions to protect City owned equipment, if any, from theft, damage, or misuse. It remains the employer's responsibility to insure equipment used for approved telecommuting purposes.

The decision ~~of~~ whether or not to grant a telecommuting agreement must be ~~stated~~ in writing and must include the reason(s) for the denial or approval, and provided to the employee. Supervisors will add information about telecommuting agreement eligibility to position descriptions and job postings. Working relationship between supervisor and employee, negative performance reviews and/or employee disciplinary history unrelated to telecommuting may not be considered as the sole basis for denial of a telecommuting agreement request unless the City has documented a nexus between the performance/discipline and the remote work request.

Denied telecommuting agreement requests will be reported to the Union. The bargaining unit member will have the opportunity to request a reconsideration of a denial to the Appointing Authority or designee.

Changes to Agreed Telecommuting Agreements – Bargaining unit members approved for telecommuting acknowledge and recognize that business and/or employee needs arise that may necessitate a temporary deviation from an approved telecommuting agreement. The City or employee shall provide as much advance notice as possible. Alternative deviations may be considered and such deviations, whenever possible, should be infrequent.

The terms and conditions of individual telecommuting agreement shall be set forth in completed and signed remote work agreements with a copy provided to the Union.

27.5 The City or the bargaining unit member may initiate a telecommuting agreement, in writing, with a minimum advance notice of thirty (30) calendar days. When the City terminates a Telecommuting Agreement, the employee must receive written notification stating the reason(s) for the termination. Upon receiving written notification of termination, the employee may appeal the termination of the schedule to the department head. The employee may have a union representation during an appeal meeting.

ARTICLE 28 – TERM OF AGREEMENT

28.1 This Agreement shall become effective on January 1, 2023 and shall remain in effect through December 31, 2026. Written notice must be served by both parties of their intent to terminate or modify this Agreement at least ninety (90) but not more than one hundred and twenty (120) days prior to December 31, 2026. Any modifications requested by either party shall be presented at the parties' first meeting, and any modifications requested at a later date shall not be subject to negotiations, unless mutually agreed upon by both parties.

Signed this _____ day of _____, 2024.
Executed under authority of Ordinance No. _____

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL 21	CITY OF SEATTLE
_____ Bobbi Soper, President	_____ Bruce Harrell, Mayor
_____ Jason Canfield, Staff Representative	_____ Shaun Van Eyk, Labor Relations Director

APPENDIX A
ANNUAL WAGE INCREASES

The rates listed below are illustrative of the increases provided for in Sections 7.2, 7.3, 7.4 and 7.5 of this Agreement. Any discrepancies shall be governed by Sections 7.2, 7.3, 7.4 and 7.5.

A-1.1 Hourly Rates Effective January 4, 2023:

	Step 1	Step 2	Step 3	Step 4	Step 5
Animal Contrl Ofcr I	31.93	33.05	34.43		
Animal Contrl Ofcr II	40.59	42.10	43.74	45.53	47.38
Radio Dispatcher	N/A	29.40	30.48	31.59	32.92
Scale Attendant	27.35	28.44	29.56	30.75	
Spay&Neuter Tech	N/A	N/A	30.48	31.59	32.92
Truck Drvr	35.78	37.23			
Truck Drvr,Heavy	37.62	39.15			
Truck Drvr-Asg Heavy	37.62	39.15			
Veterinary Tech	30.57	31.73	32.92	34.18	35.50
Veterinary Tech,Sr	35.85	37.21	38.67		

*A Truck Driver, when assigned to operate or pull the following equipment or when assigned to operate any vehicle requiring a Class A State Commercial Driver's License, shall, while so engaged, receive the hourly equivalent at the rate of Truck Driver, Heavy:

A. Any trailer with a manufacturer’s gross vehicle weight rating of more than 10,000 pounds;

B. A truck-mounted crane for pick-up or delivery of material or steel plates at the job site; or

C. Tank Distributor Truck #E-96 or its replacement.

**A Truck Driver, Heavy or a Truck Driver assigned to work as a Truck Driver, Heavy, when assigned to pull a “lowboy” or “oversize” piece of equipment shall receive a one dollar and twenty five cents ($1.25) per hour premium while so assigned.

A-1.2. Hourly Rates Effective January 3, 2024:

	Step 1	Step 2	Step 3	Step 4	Step 5
Animal Contrl Ofcr I	33.84	35.02	36.49		
Animal Contrl Ofcr II	42.84	44.43	46.17	48.05	50.01
Radio Dispatcher	N/A	30.72	31.85	33.02	34.40
Scale Attendant	28.58	29.72	30.89	32.14	
Spay&Neuter Tech	N/A	N/A	31.85	33.02	34.40
Truck Drvr	37.39	38.91			
Truck Drvr,Heavy	39.31	40.92			
Truck Drvr-Asg Heavy	39.31	40.92			
Veterinary Tech	31.94	33.16	34.40	35.72	37.10
Veterinary Tech,Sr	37.46	38.89	40.41		

*A Truck Driver, when assigned to operate or pull the following equipment or when assigned to operate any vehicle requiring a Class A State Commercial Driver's License, shall, while so engaged, receive the hourly equivalent at the rate of Truck Driver, Heavy:

A. Any trailer with a manufacturer’s gross vehicle weight rating of more than 10,000 pounds;

B. A truck-mounted crane for pick-up or delivery of material or steel plates at the job site; or

C. Tank Distributor Truck #E-96 or its replacement.

**A Truck Driver, Heavy or a Truck Driver assigned to work as a Truck Driver, Heavy, when assigned to pull a “lowboy” or “oversize” piece of equipment shall receive a one dollar and twenty five cents ($1.25) per hour premium while so assigned.

A-1.3. Hourly Base Wage Rates as of January 4, 2025 will be adjusted based on the formula in Article 9.4. However, the following titles in this bargaining unit will first have their 2024 base rate adjusted as before the formula in Article 7.4 is applied:

	Step 1	Step 2	Step 3	Step 4	Step 5
Animal Contrl Ofcr I	34.06	35.26	36.74		
Animal Contrl Ofcr II	43.30	44.91	46.66	48.57	50.54
Radio Dispatcher	N/A	30.72	31.85	33.02	34.40
Scale Attendant	28.58	29.72	30.89	32.14	
Spay&Neuter Tech	N/A	N/A	31.85	33.02	34.40
Truck Drvr	37.39	38.91			
Truck Drvr,Heavy	39.31	40.92			
Truck Drvr-Asg Heavy	39.31	40.92			
Veterinary Tech	31.94	33.16	34.40	35.72	37.10
Veterinary Tech,Sr	37.46	38.89	40.41		

APPENDIX B

These rates are illustrative of the increases provided for in Sections 7.2, 7.3, 7.4 and 7.5 of this Agreement. Any discrepancies shall be governed by Sections 7.2, 7.3, 7.4 and 7.5.

B-1.1 Hourly Rates Effective January 4, 2023:

	Step 1	Step 2	Step 3	Step 4	Step 5
Janitor,Lead-FAS/CL	N/A	N/A	26.36	27.56	28.55
Janitor-FAS/CL	N/A	N/A	24.48	25.51	26.36
Window Cleaner	31.25	32.50	33.70		

B-1.2 Hourly Rates Effective January 3, 2024:

	Step 1	Step 2	Step 3	Step 4	Step 5
Janitor,Lead-FAS/CL	N/A	N/A	27.94	29.21	30.26
Janitor-FAS/CL	N/A	N/A	25.94	27.03	27.94
Window Cleaner	33.12	34.44	35.72	0.00	0.00

B-1.3 Hourly Base Wage Rates as of January 4, 2025 will be adjusted based on the formula in Article 9.4. However, the following titles in this bargaining unit will first have their 2024 base rate adjusted as before the formula in Article 7.4 is applied:

	Step 1	Step 2	Step 3	Step 4	Step 5
Janitor,Lead-FAS/CL	N/A	N/A	28.13	29.40	30.46
Janitor-FAS/CL	N/A	N/A	26.12	27.21	28.13
Window Cleaner	33.34	34.67	35.96		

APPENDIX C – JANUS MOU

The following MOU attached hereto as Appendix C and signed by the City of Seattle and Local 21 ("Parties"), is adopted and incorporated as an Appendix to this Agreement to address certain matters with respect to membership and payroll deductions after the U.S. Supreme Court's decision in Janus v. AFSCME. The Agreement is specific and limited to the content contained within it. Nothing in the MOU is intended, nor do the Parties intend, for the MOU to change the ability to file a grievance on any matter of dispute which may arise over the interpretation or application of the collective bargaining agreement itself. Specifically, nothing in the MOU is it intended to prevent the filing of a grievance to enforce any provision of Article 3, Union Membership and Dues. Any limitations on filing a grievance that are set forth in the MOU are limited to actions that may be taken with respect to the enforcement of the MOU itself, and limited specifically to Section B of the MOU.

Section A of the MOU has been incorporated into the collective bargaining as Article 4 – Union Membership and Dues.

MEMORANDUM OF UNDERSTANDING

By and Between

THE CITY OF SEATTLE
And
COALITION OF CITY UNIONS

(Amending certain collective bargaining agreements)

Certain Unions representing employees at the City of Seattle have formed a coalition (herein referred to as "Coalition of City Unions") to collectively negotiate the impacts of the *Janus v. AFSCME* Supreme Court decision and other conditions of employment with the City of Seattle (herein referred to as "City;" together the City and this Coalition of City Unions shall be referred to as "the Parties"); and

This Coalition of City Unions for the purpose of this Memorandum of Understanding (MOU) shall include the following individual Unions, provided that the named Unions are also signatory to this MOU: the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 104; the International Union of Painters and Allied Trades District Council#5; the Inlandboatmen's Union of the Pacific; Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 11 7; the International Brotherhood of Electrical Workers, Local 46; the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32; the International Brotherhood of Teamsters, Local 763; the International Union of Operating Engineers, Local 286; the UNITE Hotel Employees & Restaurant Employees, Local 8; the Public Service & Industrial Employees, Local 1239; the Washington State Council of County and City

Employees, Local 21; the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, Local 15; the Sheet Metal Workers International Association, Local 66; the Seattle Municipal Court Marshals' Guild; the Pacific Northwest Regional Council of Carpenters; the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289; the Seattle Parking Enforcement Officers Guild; the Seattle Police Dispatchers' Guild; the Seattle Police Management Association; and the Seattle Police Officers' Guild.

Background

In June of 2018, the United States Supreme Court issued the *Janus v. AFSCME decision.* In response to this change in circumstances, this Coalition of City Unions issued demands to bargain regarding the impacts and effects of the *Janus v. AFSCME* Supreme Court decision.

Included in the Parties collective bargaining agreements is a subordination of agreement clause that in summary states, *It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, City Charter, and state law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal law, City Charter, or state law are paramount and shall prevail.*

The Parties have agreed to engage in negotiations over the impacts and effects of this change in circumstances to reflect compliance with the Janus v. AFSCME Supreme Court decision.

Agreements

Section A. Amended Union Dues and Membership Language

The Parties agree to amend and modify each of the Parties' collective bargaining agreements as follows:

Article X - Union Engagement and Payroll Deductions

The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The performance of this function is recognized as a service to the Union by the City and The City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only. The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from Union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit. The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee' s normal working hours and at their usual worksite or mutually agreed upon location.

The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement. At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of their bargaining unit attending the Orientation.

The individual Union meeting and NEO shall satisfy the City' s requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

New Employee and Change in Employee Status Notification: The City shall supply the Union with the following information on a monthly basis for new employee's: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.

Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of their dues authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the union that the terms of the employee's authorization regarding dues deduction revocation have been met. The City will refer all employee inquiries or communications regarding union dues to the appropriate Union.

Section B. Agreement on Impacts of the *Janus v. AFSCME* Supreme Court Decision

The Parties further agree:

1. Member Training: During each year of this agreement a Union's principal officer may request that Union members be provided with at least eight (8) hours or one (1) day, whichever is greater, of paid release time to participate in member training programs sponsored by the Union. The Parties further agree that the release of employees shall be three (3) employee representatives per each Union in an individual Department; or two percent (2%) of a single Union's membership per each department, to be

calculated as a maximum of two percent (2%) of an individual Union's membership in that single department (not citywide), whichever is greater. The approval of such release time shall not be unreasonably denied for arbitrary and/or capricious reasons. When granting such requests, the City will take into consideration the operational needs of each Department. At its sole discretion, the City may approve paid release time for additional employee representatives from each Department on a case-by-case basis.

2. The Unions shall submit to the Office of Labor Relations and the Department as far in advance as possible, but at least fourteen (14) calendar days in advance, the names of those members who will be attending each training course. Time off for those purposes shall be approved in advance by the employee's supervisor.

3. New Employees: The City shall work with the Seattle Department of Technology to develop an automated system to provide the Union with the following information within ten (IO) working days after a new employee's first day of work: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate, FTE status. Until the process has been automated the departments may provide the Union notice at the same time the department notifies SDHR benefits, by sending an email to the Union providing the notice of hire. Upon automation departments may elect to not provide notice to the Unions and official notice will only be given by SDHR. The Parties agree to continue to work with departments to provide notice of new hires to the Union no later than IO working days from the employee first day of work.

4. This agreement is specific and limited to the referenced demand to bargains and the associated negotiations related to the impacts regarding the *Janus v. AFSCME* decision and sets no precedent or practice by the City and cannot be used or introduced in any forum or proceeding as evidence of a precedent or a practice.

5. Issues arising over the interpretation, application, or enforceability of the provisions of this agreement shall be addressed during the Coalition labor management meetings and shall not be subject to the grievance procedure set forth in the Parties ' collective bargaining agreements.

6. The provisions contained in "Section B" of this MOU will be reviewed when the current collective bargaining agreements expire. The Parties reserve their rights to make proposals during successor bargaining for a new agreement related to the items outlined in this MOA.

7. This Parties signatory to this MOU concur that the City has fulfilled its bargaining obligations regarding the demand to bargains filed as a result of the *Janus v. AFSCME* Supreme Court decision.

SIGNED this day of 2018.

Executed under the Authority of Ordinance No. __ __ __ __

FOR THE CITY OF SEATTLE:

Jenny A. Durkan,
Mayor

~~Susan McNab,~~ Bobby Humes
Interim Seattle Human Resources Director

Laura A. Southard,
Deputy Director/Interim Labor Relations Director

SIGNATORY UNIONS:

Elizabeth Rockett, Field Representative
IU Painters and Allied Trades,
District Council #5

Natalie Kelly, Business Representative
HERE, Local 8

Andrea Friedland, Business Representative
IATSE, Local 15

Amy Bowles, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support

Ray Sugarman, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support

Shaun Van Eyk, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors

Mark Watson, Union Representative
WSCCCE, Council 2, Local 21, 21C, 21Z, 2083
& Local 21-PA Assistant

Steven Pray, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors

Kurt Swanson, Business Representative
UA Plumbers and Pipefitters Local 32

Janet Lewis, Business Representative
IBEW, Local 46

Kal Rohde, Business Representative
Sheet Metal Workers, Local 66

Brian Self, Business Representative
Boilermakers Union, Local 104

John Scearcy, Secretary-Treasurer
Teamsters, Local 117; JCC and Community
Service Officers & Evidence Warehousers

Mike Bolling, Business Representative
IU Operating Engineers, Local 286

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289
& 79

Scott A. Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC

Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security Officers (JCC); Local 1239 Recreation Unit

Peter Hart, Regional Director
Inland Boatmen's Union of the Pacific

Dave Quinn, Business Representative
Pacific Northwest Regional Council of Carpenters

Scott Fuquay, President
Seattle Municipal Court Marshals' Guild
IUPA, Local 600

Michael Cunningham, President
Seattle Police Dispatchers' Guild

Nanette Toyoshima, President
SPEOG, Seattle Parking Enforcement Officers' Guild

Scott Bachler, President
Seattle Police Management Association

Kevin Stuckey, President
Seattle Police Officers' Guild

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289 & 79

Scott A. Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC

Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security Officers (JCC); Local 1239 Recreation Unit

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Michael Cunningham, President
Seattle Police Dispatchers' Guild

Nanette Toyoshima, President
SPEOG, Seattle Parking Enforcement Officers' Guild

Scott Bachler, President
Seattle Police Management Association

Kevin Stuckey, President
Seattle Police Officers' Guild

APPENDIX D – WORK LIFE SUPPORT COMMITTEE

LETTER OF AGREEMENT

BETWEEN

THE CITY OF SEATTLE

And

THE COALITION OF CITY UNIONS

WORK/LIFE SUPPORT COMMITTEE

The City of Seattle and the Coalition of City Unions agree to enter into the following Memorandum of Agreement to create and address certain topics at a Work/Life Support Committee. The terms of the Letter of Agreement are as follows:

1) **Purpose.** The Work/Life Support Committee ("WLSC") shall be a City-wide labor management committee to promote an environment for employees that supports and enhances their ability to meet their responsibilities as employees of the City of Seattle and support their work/life balance. The WLSC may provide recommendations to the Mayor and City Council on programs and policies that further support work/life balance.

2) **Workplan.** The WLSC shall develop an annual workplan to identify programs and policies that promote a work/life balance for City employees. These may include, but are not limited to, dependent care subsidy/support program for eligible employees, enhancing alternative work arrangements, flexible work hours, job sharing, on-site/near-site child care, expanding the definition of family for access to leave benefits, shift swaps, resource and referral services, emergency level, and back-up care. The WLSC may conduct and make recommendations no later than March 31 of each year.

3) **Membership.** The membership of WLSC shall be made up of the Mayor or designee, the Director of Labor Relations or designee, up to five Directors or designee from City departments, and members designated by the Coalition of City Unions ("CCU") at equal numbers as the management representatives. If a CCU designee is a City employee, they shall notify their supervisor. Management will not unreasonably deny the participation of City employees on paid release time to serve on the WLSC.

4) **Meetings.** The WLSC shall meet at least four (4) times per calendar year. The WLSC may meet more frequently if necessary if all parties agree.

5) **Additional Resources.** The WLSC may establish subcommittees that include other department representatives and/or subject matter experts. These subcommittees shall conform with rules established by the WLSC.

6) **Authority.** The WLSC and its subcommittee(s) shall not have the authority to change, amend, modify or otherwise alter collective bargaining agreements.

Kal Rohde, Business Representative
Sheet Metal Workers, Local 66

Brian Self, Business Representative
Boilermakers Union, Local 104

John Scearcy, Secretary-Treasurer
Teamsters, Local 117; JCC and Community Service Officers & Evidence Warehousers

Mike Bolling, Business Representative
IU Operating Engineers, Local 302

Scott Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC and Municipal Court

Mary Keefe, Business Agent
Teamsters, Local 763; JCC and Municipal Court

Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security Officers (JCC); Local 1239 Recreation Unit

Peter Hart, Regional Director
Inland Boatmen's Union of the Pacific

Dave Quinn, Business Representative
Pacific Northwest Regional Council of Carpenters

Scott Fuquay, President
Seattle Municipal Court Marshals' Guild
IUPA, Local 600

Cory Ellis, President
Seattle Police Dispatchers' Guild

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289 & 79

AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES

AFSCME, AFL-CIO

LOCAL 21C

Effective January 1, 2023 through December 31, 2026

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PREAMBLE

This "**Agreement**" is between the City of Seattle (hereinafter called the **City**) and the Washington State Council of County and City Employees ("**WSCCCE**"), American Federation of State County and Municipal Employees ("**AFSCME**"), Local 21-C, (hereinafter called the **Union**) for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees of the City Light Department (hereinafter called **City Light** or the "**Department"**) in classifications for whom the City has recognized the Union as the exclusive collective bargaining representative.

The City and the Union agree that the purpose of this Agreement is to provide for fair and reasonable compensation and working conditions for employees of the City as enumerated in this Agreement and to provide for the efficient and uninterrupted performance of municipal functions. This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the City and its employees.

ARTICLE 1 – RECOGNITION

1.1 The City recognizes the Union as the exclusive collective bargaining representative for all managers, strategic advisors, and supervisors employed in Seattle City Light and within the bargaining units as defined in Appendix A (Strategic Advisors and Managers), Appendix B (Salaried Supervisors) and Appendix C (Hourly Supervisors) of this Agreement, as set forth in the Memorandum of Agreement amended December 28, 2011 (Appendix D) and the Memorandum of Agreement dated January 4, 2012 (Appendix E). The Parties agree that the bargaining units described herein shall be considered a single unit exclusively for the purpose of union jurisdictional matters.

ARTICLE 2 – RIGHTS OF MANAGEMENT

2.1 The right to hire, promote (in accordance with the Personnel Ordinance), discipline, and/or discharge employees who are covered by Civil Service for just cause, and the right to discipline and/or discharge employees who are exempt from Civil Service without just cause, improve efficiency, and determine the work schedules and location of department headquarters are examples of management prerogatives. It is also understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement.

2.2 Decisions to contract out work shall comply with the Guidelines for Contracting for Consultants and Services as established by the Director of the Department of Finance and Administrative Services.

2.2.2 The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for bargaining unit work on a short-term, temporary basis under the following guidelines: 1) required expertise is not available within the City work force, or 2) the occurrence of peak loads above the work force capability. Determination as to (1) or (2) above shall be made by the department head involved; provided, however, prior to approval by the department head involved to contract out work under this provision, the Union will be notified thirty (30) days prior to the start of any new contract or as soon as the department is aware of the need to contract. This notification shall include:

- A detailed justification for the proposed contracting;
- A labor force analysis demonstrating why the current workforce cannot complete the work;
- The location where the work will be performed;
- A description of the work to be contracted;
- The estimated duration and amount of the contract;
- The intended start date; and
- The date the work must be completed, if applicable.

The City will, during its budget process, review the use of contractors in the terms of nature of work, the duration, and the number of hours of contractor work being performed in conjunction with affected Union(s). Based on the review, if the City and Union(s) determine(s) there is an ongoing need, the parties will, in good faith, collaboratively determine whether the circumstances warrant the proposal of additional regular positions.

2.2.3 The Union may grieve contracting out for work as described above in this Article if such contract involves work normally performed by employees covered by this Agreement and if that contract is a direct cause of the layoff of employees covered by this Agreement.

2.2.4 The contracting out of bargaining unit work will be a part of the LMLC work plan for 2024.

2.3 Delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and as such, maximized productivity is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes, and means of providing municipal services; the right to increase or diminish operations, in whole or in part; the right to increase or diminish equipment, including the introduction of any and all new, improved, or automated methods or equipment; the assignment of employees to specific jobs, including the right to temporarily assign employees to a specific job or position outside the bargaining unit and the right to determine appropriate work-out-of-class assignments; the determination of job content and/or job duties and the combination or consolidation of jobs; provided, however, the exercise of such rights contained herein shall not modify or change any provision of this Agreement without the written concurrence of the Union and the City.

2.4 The Union recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or groups of employees.

ARTICLE 3 – UNION MEMBERSHIP AND DUES

3.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The performance of this function is recognized as a service to the Union by the City and The City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only. The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from Union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees

3.2 The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit. The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

3.3 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement. At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of their bargaining unit attending the Orientation.

3.4 The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

3.5 New Employee and Change in Employee Status Notification – The City will notify the Union the Union with New Hire information as soon as possible. The City will supply the Union with the following information on a monthly basis for new employees:

a) Name
b) Home address
c) Personal phone
d) Personal email (if a member offers)
e) Job classification and title
f) Department and division
g) Work location
h) Date of hire

i) Hourly or salary (FLSA) status: Hourly or salary
j) Compensation rate

Adoption of New Personnel Management System (Workday)

Upon transition to a new Personnel Management System (Workday) the City agrees to notify the appropriate Union with New Hire information no later than one work week after the employee's first day of work. In the event that transition is delayed or the system is unable to send weekly notification, the Parties agree to meet to discuss an alternative notification process no later than May 1, 2024.

The City will also notify the Union on a monthly basis regarding employee status changes for employees who have transferred into a bargaining unit position and of any employees who are no longer in the bargaining unit.

3.6 Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of their dues authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the union that the terms of the employee's authorization regarding dues deduction revocation have been met. The City will refer all employee inquiries or communications regarding union dues to the appropriate Union

See Also: Appendix F

3.7 P.E.O.P.L.E. Checkoff - The Employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union, payable to AFSCME P.E.O.P.L.E., together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 4 – EMPLOYEE RIGHTS

4.1 Union Access to Workplace – A staff representative of the Union ("Representative') may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such Representative shall limit activities during such investigations to a reasonable period of time and to matters relating to this Agreement. City work hours shall not be used by employees or Representative(s) for the conduct of Union business or the promotion of Union affairs.

4.2 Stewards – The Union shall have the right to appoint a steward at any location where members are employed under the terms of this Agreement. The department shall be furnished with the names of stewards so appointed. Immediately after appointment of its Steward(s), the Union shall furnish the Director of Labor Relations with a list of those employees who have been designated as Stewards and the Local Officers who may serve as Stewards. Said list shall be updated as needed. The Steward(s) shall see that the provisions of this Agreement are observed, and they shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay. This shall include keeping the Union informed of matters relating to the Agreement and the processing of grievances relating to alleged violations, but not include processing grievances at Step 4 of the grievance procedure enumerated in Article 5 of this Agreement. When a Steward is processing a grievance, arrangements must be made with the supervisor of the Steward for time away from the job. It is understood that all other Steward activities are to be conducted on the Stewards own time (e.g., before or after work, rest breaks, lunch).

4.3 Resolving Time Burden Issues – Any allegations by City Light management that a Steward or Local Officer is spending an unreasonable amount of time performing the aforementioned duties shall be settled at the lowest level possible. If these matters are unable to be settled at the department level, they may be referred to the Director of Labor Relations or a designee for discussions with the Representative. The Representative shall assume the responsibility of communicating to the Steward or Local Officer any concerns or expectations resulting from the above discussions with the Director of Labor Relations or a designee.

4.4 Investigatory Interviews – When an employee is required by the City to attend an interview conducted by the City for purposes of investigating an incident which may lead to discipline/discharge of that employee because of that particular incident, the employee shall have the right to request union representation to be present at the investigatory interview by a Steward or Representative. If the employee makes such a request, the request shall be made to the City representative conducting the investigatory interview. The City, when faced with such a request, may either: (1) grant the employee's request, or (2) deny the employee's request, but in doing so also stop and/or cancel the investigatory interview.

4.4.1 In construing Section 4. 4, it is understood that:

(A) The City is not required to conduct an investigatory interview before discipline or discharging an employee;

(B) The City may cancel a scheduled interview at any time. The City will make its best effort to notify the parties of canceled interviews;

(C) The City does not have to grant an employee's request for Union representation when the meeting between the City and the employee is not investigatory, but is solely for the purpose of informing an employee of a disciplinary/discharge decision that the City has already made relative to that employee;

(D) The employee must make arrangements for Union representation when a ~~his/her~~ request for representation is granted. The investigatory interview must be held within a reasonable period of time following the employee's request for representation; and

(E) An employee shall attend investigatory interviews scheduled by the City at reasonable times and reasonable places.

4.4.2 Employees located in remote workplace locations (e.g., at Skagit or Boundary Projects) will be permitted a reasonable period of time to make arrangements for Union representation or to travel to an investigatory interview.

4.5 Distribution of Union Communications – The City shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining units for posting (1) Union bulletins regarding scheduled business and social meetings; (2) information concerning Union elections and the results thereof; and (3) reports of official Union business. The Union agrees that the Union's designated bulletin board shall not be used to distribute notices that are political in nature. All material posted or sent via email shall be officially identified as Washington State Council of County and City Employees, or American Federation of State, County and Municipal Employees, Local 21-C.

4.6 Discipline Sunset Clause - The City may suspend, demote or discharge an employee for just cause.

4.6.1 The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee/management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:

A. Verbal warning;
B. Written reprimand;

C. Suspension;
D. Demotion; or
E. Termination

4.6.2 Which disciplinary action is taken depends upon the circumstances, including the seriousness of the employee's misconduct.

4.6.3 Provided the employee has received no further or additional discipline in the intervening period a verbal warning or written reprimand may not be used for progressive discipline after two years other than to show notice of any rule or policy at issue.

4.6.4 Discipline that arises as a result of a violation of workplace policies or City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence, shall not be subject to Article 4.6.3 above.

ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 Any dispute between the City and the Union concerning the interpretation, application, claim of breach, or violation of the express terms of this Agreement shall be deemed a grievance. Provided that an employee at any time may present a grievance to the City and have such grievance adjusted without the intervention of the Union, if the adjustment is not inconsistent with the expressed terms of this agreement and if the Union has been given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance.

5.1.1 The grievance and arbitration procedure found in this article shall not apply to discipline and/or discharge of employees who are exempt from Civil Service.

5.1.2 The grievance and arbitration procedure found in this article shall not apply to management decisions regarding an employee's salary placement in a broadband title or to management decisions regarding Merit Leave.

5.2 A grievance in the interest of a majority of the employees in a unit of the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the grievance procedure and be processed within the time limits set forth herein. Grievances shall be filed at the step in which there is authority to adjudicate such grievance.

5.3 As a means of facilitating settlement of a grievance, either party may include an additional member at its expense on its committee. If, at any step in the grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.

5.4 Failure by an employee or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided, however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing. Failure by the City to comply with any time limitation of the procedure in this Article shall allow the Union and/or employee to proceed to the next step without waiting for the City to reply at the previous step, except that employees may not process a grievance beyond Step 3.

5.5 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.

5.6 A grievance shall be processed in accordance with the following procedure:

5.6.1 Step 1 - The contract grievance shall be reduced to written form by the aggrieved employee stating the section of the agreement allegedly violated and explaining the grievance in detail. The aggrieved employee shall present the written grievance to the employee's supervisor within twenty (20) business days of the alleged contract violation with a copy of the grievance submitted to the Union by the aggrieved employee. The immediate supervisor should consult and/or arrange a meeting with the supervisor's immediate superior, if necessary, to resolve the contract grievance. If requested by a shop steward or union representative, the parties will convene a meeting. The parties shall make every effort to settle the contract grievance at this stage promptly. The immediate supervisor shall answer the grievance in writing within ten (10) business days after being notified of the grievance, with a copy of the response submitted to the aggrieved employee and the Union.

5.6.2 Step 2 - If the grievance is not resolved as provided in Step 1, the Union representative or a shop steward shall forward the written grievance to the division head with a copy to the City Director of Labor Relations within ten (10) business days after receipt of the Step 1 answer.

With Mediation:

At the time the aggrieved employee and/or the Union submits the grievance to the division head, the union representative or designee or the aggrieved employee or the division head may submit a written request for voluntary mediation assistance, with a copy to the Office of Employee Ombud (OEO), the City Director of Labor Relations and the Union representative or designee. If the OEO determines that the case is in line with the protocols and procedures of the ADR process, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, the OEO or designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Union Representative designee and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the appropriate division head and the appropriate Union Representative or designee shall be so informed by the OEO.

The parties to a mediation shall have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the collective bargaining agreement or to create a precedent regarding the interpretation of the collective bargaining agreement or to apply the settlement agreement to any circumstance beyond the explicit dispute applicable to said settlement agreement.

If the grievance is not resolved through mediation, the division head shall convene a meeting within ten (10) business days after receipt of notification that the grievance was not resolved through mediation between the aggrieved employee, Shop Steward and/or Union Representative, together with the division head, section manager, and departmental labor relations officer. The City Director of Labor Relations or designee may attend said meeting. Within ten (10) business days after the meeting, the division head shall forward a reply to the Union.

Without Mediation:

The division head shall convene a meeting within ten (10) business days after receipt of the grievance between the aggrieved employee, Shop Steward and/or Union Representative, together with the division head, section manager, and departmental labor relations officer. The City Director of Labor Relations or designee may attend said meeting. Within ten (10) business days after the meeting, the division head shall forward a reply to the Union.

5.6.3 Step 3 - If the grievance is not resolved as provided in Step 2 above, or if the grievance is initially submitted at Step 3 pursuant to Article 5, Section 5.2, the written grievance defined in the same manner as provided in Step 2 shall be forwarded within ten (10) business days after receipt of the Step 2 answer to the City Director of Labor Relations with a copy to the appropriate department head.

Mediation can be requested at Step 3 in the same manner as outlined in Step 2. The grievance must be filed in the time frame specified in Step 3 and responded to in the time frame specified in Step 3 after receipt of notification from the OEO that the grievance was not resolved through mediation.

The Director of Labor Relations or designee shall investigate the alleged grievance and shall contact the Union within five (5) work days to convene a meeting between the appropriate parties at a mutually acceptable date. The Director of Labor Relations shall thereafter make a confidential recommendation to the affected department head who shall in turn give the Union an answer in writing ten (10) business days after receipt of the grievance or the meeting between the parties.

5.6.4 Step 4 - If the grievance is not settled in Step 3, either of the signatory parties to this Agreement may submit the grievance to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations, or the City and the Union may mutually agree to an alternative method to select an arbitrator. Such reference to arbitration shall be made within twenty (20) business days after receipt of the City's answer or failure to answer in Step 3 and shall be accompanied by the following information:

A. Identification of Section(s) of Agreement allegedly violated;

B. Nature of alleged violation;

C. Question(s) which the arbitrator is being asked to decide;

D. Remedy sought.

Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to binding arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of notification from the OEO that the grievance was not resolved in mediation.

5.7 The parties shall abide by the award made in connection with any arbitrable difference. There shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration.

5.8 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood that:

A. The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement, and the arbitrator’s power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

B. The decision of the arbitrator shall be final, conclusive, and binding upon the City, the Union, and the employees involved.

C. The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.

D. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.

5.9 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance, or Law; provided, however, disciplinary action for employees covered by Civil Service may be processed through the grievance procedure; provided, further, an employee covered by this Agreement must, upon initiating objections relating to disciplinary action, use either the grievance procedure contained herein (with the Union processing the grievance) or pertinent procedures regarding disciplinary appeals under the City Personnel Ordinance, including Civil Service procedures. Under no circumstances may an employee use both the grievance procedure and Personnel Ordinance procedures, including Civil Service procedures, relative to the same disciplinary action. In the event both a contract grievance and a Civil Service Commission Appeal have been filed regarding the same disciplinary action, only upon withdrawal of the Civil Service Commission appeal may the grievance be pursued under this contract grievance procedure.

5.10 Alternative Dispute Resolution (ADR) - The City and the Union encourage the use of the OEO or other alternative dispute resolution (ADR) processes to resolve non-contractual workplace conflicts/disputes. Participation in the program or in an ADR process is entirely voluntary and confidential.

5.11 Property Interest Discipline Grievance

A. The burden of proof in disciplinary procedures shall be upon the City.

B. Where an appointing authority or their designee imposes or intends to impose property level discipline a preliminary notice of discipline shall be given to the employee. This preliminary notice of discipline shall contain (a) charges; (b) general description of the alleged acts and/or conduct upon which the charge is based and (c) the penalty to be imposed. A copy of the preliminary notice of discipline shall be concurrently provided to the local Union office. Upon request of the Union, the City shall provide a complete copy of the investigation files in advance of any Loudermill hearing requested in advance of issuing the formal discipline. The Union may also request a meeting to review the investigation file with the City's investigator. And Labor Relations. Both requests must be made timely, may not unduly delay the City's disciplinary processes.

ARTICLE 6 – WORK STOPPAGE

6.1 The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slowdown, or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the City; including, but not limited to, the recovery of any financial losses suffered by the City.

ARTICLE 7 – COMPENSATION

7.1 The classifications of employees covered by this Agreement and the corresponding rates of pay effective for the term of this Agreement are set forth in Appendices A (Strategic Advisors and Managers), B (Salaried Supervisors), and C (Hourly Supervisors), which are attached hereto and made a part of this Agreement. The rates of pay in the applicable Appendix are illustrative of the increases provided in A-1.1 of Appendix A, B-1.1, 1.2, 1.3, and 1.4 of Appendix B, and C-1.1, 1.2, 1.3, and 1.4 of Appendix C, and any discrepancies shall be governed by those provisions.

7.2 For employees covered under this Agreement, Personnel Rules 3.1 ("Step Progression Pay Program") and 3.3 ("Manager and Strategic Advisor Pay Program"), as applicable **and as modified by this agreement**, shall apply, notwithstanding the fact that Personnel Rule 3.3 states that it does not apply to represented employees.

7.3 Mileage Allowance - An employee who is required by the City, or receives consent from the employee's supervisor, to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes.

7.3.1 The cents per mile mileage reimbursement rate set forth in Section 7.3 shall be adjusted up or down to reflect the current rate.

7.4 Metro Passes - The City shall provide a transit subsidy benefit consistent with SMC 4.20.370.

7.4.1 Public Transportation & Parking - The City shall take such actions as may be necessary so that employee costs directly associated with their City employment for public transportation and/or parking in a City-owned facility paid through payroll deduction will be structured in a manner whereby said costs are tax exempt, consistent with applicable IRS rules and regulations.

7.4.2 Parking Past Practice - The parties acknowledge and affirm that a past practice shall not have been established obligating the City to continue to provide employee parking in an instance where employees were permitted to park on City property at their work location if the City sells the property, builds on existing parking sites, or some other substantial change in circumstance occurs. However, the City shall be obligated to bargain the impacts of such changes.

7.4.3 Commute Trip Reduction Parking Rates - Effective January 1, 2020, the City will increase the Commute Trip Reduction ("CTR") parking benefit cost to the employee from $7.00 to $10.00.

7.5 Correction of Payroll Errors - In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two pay periods; and, upon written notice, an overpayment shall be corrected as follows:

A. If the overpayment involved only one paycheck:

1. By payroll deductions spread over two pay periods; or

2. By payments from the employee spread over two pay periods.

B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than Twenty-five Dollars ($25) per pay period.

C. If an employee separates from the City service before an overpayment is repaid, any remaining amount due the City will be deducted from the employee's final paycheck(s).

D. By other means as may be mutually agreed between the City and the employee. The Union Representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

7.6 Employees will pay the employee portion of the required premium [listed as the WA Paid Family Leave Tax and the WA Paid Medical Leave Tax on an employee's paystub] of the Washington State Paid Family and Medical Leave Program effective December 25, 2019.

ARTICLE 8 – LEAVES AND VEBA

8.1 Except as otherwise provided in this Agreement, employees' benefits with respect to holidays, vacation, sick leave, and all other forms of leave are governed by the Seattle Municipal Code (SMC) Chapter 14.16 and the City's Personnel Rules and other applicable laws such as RCW 49.46.210.

8.2 Executive and Merit Leave - Positions that were eligible for executive and merit leave prior to the signing of this agreement remain eligible for executive and merit leave in accordance with the provisions of Personnel Rule 3.7 ("Executive and Merit Leave"), notwithstanding the fact that Personnel Rule 3.7 states that it does not apply to represented employees.

8.3 Minimum Leave Increment - Hourly supervisors may schedule leave, other than holidays, in increments of one-quarter (1/4) hour, with supervisor approval.

8.4 Executive Leave - As provided in Personnel Rule 3.7.5 ("Occasional Absences of Less than Four Hours"), employees in positions that are eligible for executive and merit leave shall fulfill their professional responsibilities with no expectation of overtime compensation. The appointing authority shall allow them discretion in structuring their workday to ensure that they can fulfill those responsibilities. Eligible salaried employees shall not be required to use their paid leave balances for occasional absences of four hours or less during a work day, and shall be paid their regular salaries despite such absences. Eligible salaried employees shall notify their supervisors in advance of such absences and shall schedule such absences to cause the least impact on their work units. Such absences shall not interfere with the employee's ability to produce expected work outcomes.

8.5 Personal Holidays - Notwithstanding the fact that Personnel Rule 7.6.3 ("Holiday Benefit") states that it applies to employees who are not represented by labor organizations, employees covered under this Agreement are covered by Personnel Rule 7.6.3.

8.5.1 Emergency, Inclement Weather and Natural Disaster Leave - One (1) day or a portion thereof per Agreement year without loss of pay may be taken off subject to approval of the employee's supervisor and/or appointing authority when it is necessary that the employee be immediately off work to attend to one of the following situations either of which necessitates immediate action on the part of the employee:

A. The employee's spouse or domestic partner, child, parents or grandparents has unexpectedly become seriously ill or has had a serious accident; or

B. An unforeseen occurrence with respect to the employee's household (e.g., fire, flood or ongoing loss of power). "Household" shall be defined as the physical aspects, including pets, of the employee's residence or vehicle.

8.5.2 Emergency Leave Due to Inclement Weather or Natural Disaster - The emergency leave benefit must also be available to the employee in the event of inclement weather or natural disaster within the City limits or within the city or county in which the member resides that makes it impossible or unsafe for the employee to physically commute to their normal work site at the start of their normal shift.

8.5.3 The One (1) "day" of emergency leave may be used for separate incidents, in one (1) hour increments. The total hours compensated under this provision, however, shall not exceed eight (8) hours in a contract year.

8.6 Vacation

A. Balance Waiver for Leave Cancellation - An employee may accumulate vacation to a maximum of twice the employee's annual accrual. Vacation accrual shall cease when an employee reaches the maximum allowance. When an employee must cancel a scheduled and approved vacation at the request of management and is not able to reschedule and use vacation prior to attaining the employee's maximum allowance, the appointing authority may allow the employee to exceed the maximum allowance and continue to accrue vacation. This "grace period" shall not exceed 3 months, and not more than 1 such "grace period" shall be granted per 12-month period.

B. Vacation Use - Effective December 25, 2019, the requirement that the employee must complete one thousand forty (1,040) hours on regular pay status prior to using vacation time shall end.

8.7 Sick Leave and Related Leaves

A. Sick Leave - Sick leave shall be defined as paid time off from work for a qualifying reason under Article 14.1 of this Agreement. Regular employees shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not to exceed forty (40) hours per week. If an employee's overall accrual rate falls below the accrual rate required by Seattle Municipal Code Chapter 14.16, Paid Sick and Safe Time Law ("Chapter 14.16"), the employee shall be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of Chapter 14.16. New employees entering City service shall not be entitled to sick leave with pay during the first thirty (30) days of employment but shall accumulate accrue sick leave credits during such thirty (30) day period. An employee is authorized to use paid sick leave for hours that the employee was scheduled to have worked for the following reasons:

   a. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, treatment of a mental or physical illness, injury, or health

condition, or preventive care; or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or

b. To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code Chapter 4.24.005 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or

c. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such reason, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210;or

d. Absences that qualify for leave under the Domestic Violence Leave Act, chapter 49.76 RCW; or

e. The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or

f. The non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for purposes of adoption, including any time away from work prior to or following placement of the child to satisfy legal or regulatory requirements for the adoption.

Sick leave used for the purposes contemplated by Article 8.7 Paragraph A, Sections e and f must end no later than the first anniversary of the child's birth or placement.

B. Abuse of paid sick leave or use of paid sick leave not for an authorized purpose may result in denial of sick leave payment and/or discipline up to and including dismissal.

C. New employees entering City service shall not be entitled to use sick leave with pay during the first thirty (30) days of employment but shall accrue sick leave credits during such thirty (30) day period. Unlimited sick leave credit may be accrued.

D. Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to the employee's designated beneficiary.

E. Change in position or transfer to another City department shall not result in a loss of accumulated sick leave. Regular or benefits eligible temporary employees who are reinstated or rehired within 12 months of separation in the same or another department after any separation, including dismissal for cause, resignation, or quitting, shall have unused accrued sick leave reinstated as required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210.

F. In order to receive paid sick leave for reasons provided in Article 8.7.A, an employee shall be required to provide verification that the employee's use of paid sick leave was for an authorized purpose, consistent with Seattle Municipal Code Chapter 14.16 and other applicable laws such as RCW 49.46.210. However, an employee shall not be required to provide verification for absences of less than four consecutive days.

G. Upon request by the employing unit, an employee shall provide documentation verifying cancellation of the employee's child's school, day care, or other childcare service or program for sick leave use greater than four (4) days for reasons authorized in Section 8.7 Paragraph A, Section c of this Agreement.

H. An appointing authority or designated management representative may require that a request for paid sick leave to cover absences greater than four (4) days for reasons set forth under Section 8.7, Paragraph A, Section d, of this Agreement 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 an eligible reason as set forth in RCW 49.76.030. An employee may satisfy such request by providing documentation as set forth in RCW 49.76.040(4).

I. Paid Parental Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, "Paid Parental Leave," may take leave for bonding with their new child.

8.8 Bereavement Leave - All employees covered by this Agreement are allowed forty (40) hours off without salary deduction for bereavement purposes in the event of the death of any relative. Bereavement leave may be used in full day increments or increments of one (1) hour, at the employee's discretion. Bereavement leave must be used within one (1) year; employees may submit for exceptions to this within thirty (30) days (requests that come in after the 30 days will be considered) of the death if they know they will need longer than one (1) year to use leave for that event. This benefit is prorated for less-than-full time employees.

For purposes of this Section, "relative" is defined as any person related to the employee by blood, marriage, adoption, fostering, guardianship, in loco parentis, or domestic partnership.

8.9 POST RETIREMENT VEBA - Each bargaining unit will conduct a vote to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) to provide post-retirement medical expense benefits to members who retire from City service.

8.9.1 Contributions from Unused Paid Time off at Retirement)

A. Eligibility-to-Retire Requirements
   1. 5-9 years of service and are age 62 or older;
   2. 10-19 years of service and are age 57 or older;
   3. 20-29 years of service and are age 52 or older; or
   4. 30 years of service and are any age

B. The City will provide each bargaining unit with a list of its members who are expected to meet any of the criteria in paragraph A above as of 12/31/2026.

C. If the members of the bargaining unit who have met the criteria described in Paragraph A above vote to require VEBA contributions from unused paid time off, then all members of the bargaining unit who are eligible to retire and those who become eligible during the life cycle of this contract shall, as elected by the voting members of the bargaining unit:

   1. Contribute 35% of their unused sick leave balance into the VEBA upon retirement; or
   2. Contribute 50% of their unused vacation leave balance into the VEBA upon retirement; or
   3. Contribute both 35% of their unused sick leave balance and 50% of their unused vacation leave balance upon retirement

D. Following any required VEBA contribution from a member's unused sick leave, the remaining balance will be forfeited; members may not contribute any portion of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan or receive cash.

E. If the members of the bargaining unit who have satisfied the eligibility-to-retire requirements described in Paragraph A above do not vote to require VEBA contributions from unused sick leave, members may either:

   1. Transfer 35% of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan, subject to the terms of the Plan and applicable law; or
   2. Cash out their unused sick leave balance at 25% to be paid on their final paycheck.

   In either case, the remaining balance of the member's unused sick leave will be forfeited.

ACTIVE VEBA

Contributions from Employee Wages (all regular employees who are part of the bargaining unit)

Each bargaining unit will conduct a vote for all regular employees, as defined in the City's employer personnel manual, to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) for active employees to participate in an Active VEBA. Once they begin participating in the VEBA, employees may file claims for eligible expenses as provided under the terms of the VEBA.

If the bargaining unit votes to require VEBA contributions from employee wages, then all members of the bargaining unit shall, as elected by the bargaining unit as to all of its members, make a mandatory employee contribution of one of the amounts listed below into the VEBA while employed by the City:

1. $25 per month, or
2. $50 per month

8.9.3 Allocation of Responsibility - The City assumes no responsibility for the tax consequences of any VEBA contributions made by or on behalf of any member. Each union that elects to require VEBA contributions for the benefit of its members assumes sole responsibility for insuring that the VEBA complies with all applicable laws, including, without limitation, the Internal Revenue Code, and agrees to indemnify and hold the City harmless for any taxes, penalties and any other costs and expenses resulting from such contributions.

8.10 Union Leave - Upon written request, a regular employee elected or appointed to a Union office that requires all of their time will be given a leave of absence without pay from work, not to exceed one (1) year, with approval of the appointing authority based on the business needs of the department. The appointing authority will respond to such requests in writing within fourteen (14) calendar days. Should the appointing authority reject a request for Union Leave, the written response will include an explanation of the business need for the denial. Requests for Union Leave will not be unreasonably denied.

Leave may not be approved for more than one (1) employee at a time per Department. To be eligible for union leave under this provision, the employee must not currently be serving a probation or trial service.

A regular employee designated by the Union to serve on official union business that requires a part of their time will be given a leave of absence without pay from work, provided it can be done without detriment to City services and at least forty-eight (48)

hours written notice is given to the Director. The employee will not suffer a loss of bargaining unit seniority rights and will accumulate the same during such leave.

The parties agree that at the City's sole discretion, the leave may be terminated in the event of layoff. The City will provide one month notice before recalling an employee. The parties further agree that the City may at its sole discretion hire term limited temporary employees to backfill for the absent employee.

8.11 Effective sixty (60) calendar days after full ratification of this replacement contract, shall be the following vacation accrual rate table shall take effect:

Accrual Years/Hours	Vacation Days	Hours per Year	Maximum Hours
Year 0-3 / 0-6,240	12	96	192
Year 4-7 / 6,241-14,560	16	128	256
Year 8-13 / 14,561-27,040	20	160	320
Year 14-18 / 27,041-37,440	23	184	368
Year 19 / 37,440 -39,520	24	192	384
Year 20 / 39,521-41,600	25	200	400
Year 21 / 41,601 – 43,680	26	208	416
Year 22 / 43,681 – 45,760	27	216	432
Year 23 / 45,761 – 47,840	28	224	448
Year 24 / 47,841 – 49,920	29	232	464
Year 25+ - 49,921+	30	240	480

8.12 Paid Family Care Leave - SMC 4.29, which includes "Bea's Law" is here by incorporated by referent into this agreement.

8.13 Shared Sick Leave Pool - The City will standardized the current sick leave transfer ("donation") program across all City departments through the following actions:

Standardization of:

- Forms
- Processing templates
- FAQs
- Interdepartmental donation of sick leave
- Anonymizing sick leave requests for potential recipients
- Anonymizing sick leave donations from contributors

The intent of the program is to create a mandatory and uniform system that will function across departments as the established protocol for all sick leave donation requests and donations. The City agrees to perform this standardization using a Labor-Management Committee ("LMC") meeting, which will work in consultation with appropriate subject matter experts ("SMEs"), including but not limited to Seattle Human Resources, FAS Citywide Payroll and Business Systems, ITD HRIS and Race and Social Justice SMEs. The City further agrees to convene the LMC no later than 90 days from execution of

this Agreement and to meet no less than monthly on the standardization process beginning in the month following the initial convening of the LMC.

8.14 SPFML Top-Up - Employees receiving SPFML may use any of their accrued paid and/or granted leave ("leave") to supplement the SPFML benefit payment, up to 100% of their weekly salary paid by the City of Seattle. The use of such leave to augment the SPFML benefit shall be called "supplemental leave pay." Use of Leave by an employee to supplement SPFML is strictly voluntary. The City cannot require an employee to use accrued Leave to supplement SPFML benefits.

Supplemental Leave Pay Utilization Process

A. Leave for the purposes of this proposal, is defined as all accrued and/or granted leave as set forth and defined in the City of Seattle Municipal Code Title 4 (Personnel) Sections 4.24 through 4.34 (vacation, sick leave, floating, merit, comp time, executive, etc.).

B. Supplemental leave pay may be accessed starting the first pay period after the City has received the final SPFML claim determination notice from the Washington State Employment Security Department ("ESD").

C. Supplemental Leave Supplemental leave can be used by employees based on the date range signified in the SPFML eligibility letter. For instances in which that date has passed, employees can submit time sheet correction requests to add the use of supplemental leave, as defined above. No time sheet corrections or reactivity shall be applied to any date or SPFML prior to the execution of this Agreement.

D. The use of supplemental leave to "top-up" an employee's SPFML benefit shall not exceed the amount of accrued and/or granted leave the employee has available in their balances.

E. The use of accrued and/or granted paid leave to supplement the SPFML benefit will be available in 15 minute increments, except for when the accrued and/or granted paid Leave the employee requests to be used to supplement the SPFML must be used in full day increments as specified by a given collective bargaining agreement or by City code or Personnel rules (e.g. personal holidays), and then shall be only available in full-day increments.

F. An employee must have already accrued the paid/granted leave they seek to use for the pay period in which they seek to use it.

G. It is the employee's responsibility for determining whether they have the accrued and / or granted leave they seek to use in a given pay period to supplement the SPFML.

ARTICLE 9 – HEALTH CARE, DENTAL CARE, LONG-TERM DISABILITY, AND LIFE INSURANCE

9.1 Effective January 1, 2023, the City shall provide medical, dental, and vision plans (with Kaiser Standard, Kaiser Deductible, Aetna Traditional, Aetna Preventive and Delta Dental of Washington as self-insured plans, and Dental Health Services, and Vision Services Plan) for all regular employees (and eligible dependents) represented by Unions that are a party to the Memorandum of Agreement established to govern the plans. For calendar years 2024, 2025 and 2026, the selection, addition, and/or elimination of medical, dental, and vision benefit plans, and changes to such plans shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

A. An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 9.1 or similar programs as determined by the Labor-Management Health Care Committee.

9.1.1 The City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.

9.1.2 Employees who retire and are under the age of sixty-five (65) shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.

9.1.3 New, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).

9.1.4 Employees who have worked on average 30 hours per week as determined by the City shall be offered medical benefits per the Affordable Care Act.

9.1.5 During the term of this agreement, the City may open negotiations on impacts associated with the Affordable Care Act.

9.2 Life Insurance - The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium, and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered per 9.2.1 below.

9.2.1 Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of benefit improvements to pay the employees' share of the monthly premiums or for life insurance purposes otherwise negotiated.

9.2.2 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.

9.3 Long-Term Disability - The City shall provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The City will pay the full monthly premium cost of a Base Plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollars ($667) base monthly wage. Employees may purchase through payroll deduction, an optional Buy-Up Plan with a ninety (90) day elimination period, which insures sixty percent (60%) for the remainder of the employee's base monthly wage (up to a maximum $8,333 per month). Benefits may be reduced by the employee's income from other sources as set forth in the Plan Description. The provisions of the plan shall be further and more fully defined in the Plan Description issued by the Standard Insurance Company.

9.3.1 During the term of this Agreement, the City may, at its discretion, change or eliminate the insurance carrier for any of the long-term disability benefits covered by this Section and provide an alternative plan either through self-insurance or another insurance carrier, however, the long-term disability benefit level shall remain substantially the same.

9.3.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2023 for the Base Plan, but not to exceed the maximum limitation on the City's premium obligation per calendar year as set forth within this section.

9.4 Long-Term Care - The City may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.

9.5 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.

9.6 Labor-Management Health Care Committee - Effective January 1, 1999, a Labor-Management Health Care Committee shall be established by the parties. This Committee shall be responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall decide whether to administer other City-provided insurance benefits.

ARTICLE 10 – INDUSTRIAL INJURY OR ILLNESS

10.1 Any employee who, in the discharge of duty is disabled, and where such disablement results in absence from regular duties, the employee shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.

10.2 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to the employee's sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted; provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no-pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then: (1) any accrued sick leave or vacation leave utilized due to absence from the employee's regular duties, as provided for in this Section shall be reinstated, and the employee shall be paid in accordance with Section 10.1, which provides payment at the eighty percent (80%) rate; or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 10.1.

10.3 Such compensation shall be authorized by the Seattle Human Resources Director or designee with the advice of such employee's department head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

10.4 In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions (taxes, retirement). This provision shall become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.

10.5 Employees must meet the standards listed in SMC 4.44.080 to be eligible for the benefit amount provided herein that exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, work hardening, conditioning, or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation Unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) calendar days after notification to the employee.

10.6 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay, but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 10.1. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 10.1.

10.7 Any employee eligible for the benefits provided by this Ordinance where disability prevents the employee from performing the regular duties of the employee's job, but, in the judgment of the employee's physician, could perform duties of a less strenuous nature, the employee shall be employed at the employee's normal rate of pay in such other suitable duties as the department head shall direct with the approval of such employee's physician until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

10.8 Sick leave shall not be used for any disability herein described except as allowed in Section 10.2.

10.9 The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.

10.10 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

ARTICLE 11 – SAFETY STANDARDS

11.1 All work shall be done in a competent manner and in accordance with the State of Washington Safety Codes, the City's Safety Rules and Policies, and City Light's Safety Rules and Policies.

11.2 Upon request of the Union, the Department shall provide notice of the safety committees in which members of the bargaining unit(s) are represented and the regularly scheduled meeting dates of such committees.

11.2.1 Citywide Health and Safety Committee – The Employer and the Coalition of City Unions ("CCU") shall form a City-wide health and safety committee. CCU member unions shall appoint no more than ten (10) members of the committee. The Employer shall appoint a maximum of 10 members to the committee. The committee shall convene at least quarterly. The Parties may meet more frequently by mutual agreement.

11.2.2 Departmental Health and Safety Committee – Each City department will form joint safety committees in accordance with WISHA requirements at each permanent work location where there are eleven (11) or more employees. Where there is need, safety committees may also be formed at division levels, and/or unit levels, however these shall not replace the departmental safety committee.

When setting up safety committee elections, a department will notify the unions represented at that location and the union shall have 14 days to provide the City with a list of union appointed members proportionate to their representation at the location. Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the appropriate Appointing Authority for review and action, as necessary. The Appointing Authority or designee will report follow-up action/information to the Safety Committee.

11.3 Personal Protective Equipment – Employees covered by this Agreement will be provided personal protective equipment ("PPE") as required by any Federal, State, City or City Light policy or rule and such equipment shall be provided by the City at no cost to the employee.

11.4 Employee Workplace Safety – The City shall make reasonable efforts to provide an environment free from violence, harassment and other hazardous conditions When the Union or employee(s) report a hazardous conditions in the City operated workplace, the City shall conduct a risk assessment to identify potential hazards and make efforts to mitigate any findings. Both the risk assessment and mitigation plan will be shared with the impacted labor Unions.

Recognizing the health and safety impacts of climate change to workers and the community, City Departments shall follow OSHA/WISHA guidelines and recommendations in order to create written worksite safety plans to prevent heat-related illness and ensure emergency preparedness for employees in the event of extreme outdoor heat.

Ergonomic Assessments - At the request of an employee, the Employer will ensure that an ergonomic assessment of the employee's workplace is completed in City facilities. Solutions to identified issues/concerns will be implemented within available resources.

Air Quality Assessments - Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with the safety committee section above.

Pandemic Health and Safety - The City will follow guidelines as set by the CDC and local Public Health entities with regard to any pandemic or disease outbreak

ARTICLE 12 – WORK OUTSIDE OF CLASSIFICATION ASSIGNMENTS AND TEMPORARY EMPLOYEE ASSIGNMENTS

12.1 Work Outside of Classification – Out-of-class assignments shall be made in accordance with Personnel Rule 3.5 ("Out-of-Class Assignments") and the City Light policies entitled, "Out-of-Class Assignment Authorization/Extension Request Process" and "Discipline and Out-of-Class/Promotions Eligibility Policy."

12.2 When circumstances require that an out-of-class assignment be extended for more than six (6) months for any one position, the City shall notify the Union that represents the position being filled out-of-class.

12.3 Employee-Initiated Classification Review – An employee may request a classification review in accordance with Personnel Rule 2.1. The incumbent of a position may request a classification review of the work assigned to the position with or without the concurrence of the appointing authority if:

1. The position incumbent has accreted over a period of at least 6 months a body of work that is not adequately described by the current classification specification or other official job description for the position on file with the Seattle Human Resources Director; and

2. The new or additional tasks and responsibilities do not represent an out-of-class assignment.

12.4 Temporary Employee Assignments - A temporary assignment is defined as one of the following:

A. Position Vacancy - An interim assignment for up to one (1) year to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent.

B. Incumbent Absence - An interim assignment for up to one (1) year to perform work associated with a regularly budgeted position when the incumbent is temporarily absent.

C. Less than half-time assignment - For seasonal, on-call, intermittent or regularly scheduled work that may be ongoing or recur from year to year but does not exceed one thousand forty (1,040) hours per year except as provided by Personnel Rule 11.

D. Short-term assignment - An assignment of up to one (1) year to perform work in response to emergency or unplanned needs such as peak workload, special project, or other short-term work that does not recur and does not continue from year to year.

E. Term-limited assignment - An assignment to perform time-limited work of more than one (1) but not more than three (3) years for:

1. Special time-limited project work that is clearly outside the routine work performed in the department and that requires skills and qualifications that are not typically used by the department; or

2. Replacement of a regularly appointed employee who is assigned to special term- limited project work.

3. Replacement of a regularly appointed employee whose absence of longer than one (1) year is due to disability time loss, military leave of absence, union leave as defined under Article 8.10, or authorized leave of absence for medical reasons.

12.5 Temporary employees covered by this Agreement are eligible to apply for all positions advertised internally.

12.6 Cumulative sick leave with pay computed at the same rate and with all benefits and conditions required by Ordinance 123698, Seattle Municipal Code Chapter 14.16 and other applicable laws, such as RCW 49.46.210 shall be granted to all temporary employees not eligible for fringe benefits pursuant to Seattle Municipal Code subsection 4.20.055(C).

12.7 FLSA-eligible temporary employees shall be entitled to shift differential. Temporary employees, except for those defined in Article 12.4.C, are entitled to bereavement leave under Article 8.8 and overtime meal reimbursement under Article C-6.1.

12.8 The parties agree that the City's Temporary Employment philosophy and practices will be part of the LMLC Workplan.

ARTICLE 13 – LABOR-MANAGEMENT COMMITTEE

13.1 The City and Union agree to hold labor-management meetings as necessary. These meetings will be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this Agreement. Subjects for discussion at labor-management meetings during the term of this Agreement shall be as agreed by the parties. The Union shall be permitted to designate members and/or stewards in affected department(s) to assist its Union Representatives in such meetings. The purpose of labor-management meetings is to deal with matters of general concern to the Union and management.

13.2 Labor-Management Leadership Committee – The Labor-Management Leadership Committee ("LMLC") will be a forum for communication and cooperation between labor and management to support the delivery of high-quality, cost-effective service to the citizens of Seattle while maintaining a high-quality work environment for City employees. The parties' representatives to the LMLC will be determined in accordance with the LMLC Charter.

13.3 Sick Leave Donation Program – A Labor Management Committee will be established for the purpose of proposing rules and procedures for a new program. The LMC will be to develop consistent, transparent and equitable proposals for processes across all departments within the City. The LMC shall also explore proposals to lower the minimum leave bank required to donate sick leave and permit donation of sick leave upon separation from the City. The LMC must consult with the Office of Civil Rights to ensure compliance with the City's Race and Social Justice Initiative. Once the LMC has developed its list of proposals, the City and Coalition of City Unions agrees to reopen each contract on this subject.

ARTICLE 14 – GENERAL CONDITIONS

14.1 Unless otherwise stipulated in this Agreement, terms shall have the meaning given to them in the Personnel Rules.

14.2 Words denoting gender in this agreement are intended to apply equally to either sex.

14.3 Ethics and Elections Commission – Nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics, including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement, and, as such, are not subject to the Grievance Procedure contained within this Agreement. Records of any fines imposed or monetary settlements shall not be included in the employee's personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court.

In the event the Employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline shall apply. No record of the disciplinary recommendations by the Commission shall be placed in the employee's personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.

14.4 Disciplinary action for employees who are covered by Civil Service shall be governed by Personnel Rule 1.3.

14.5 The City agrees to reopen this Agreement if it passes legislation related to the calculation of service credit.

14.6 Language Premium – Effective upon ratification of this Agreement by both parties, Employees assigned to perform bilingual, interpretive and/or translation services for the City shall receive a $200.00 per month premium pay. The City shall ensure employees providing language access services are independently evaluated and approved. The City may review the assignment annually and may terminate the assignment at any time.

14.7 Telecommuting – Nothing in this Article abridges the Employer's rights enumerated within this Agreement.

Telecommuting is an arrangement in which an employee's job duties may be performed at an alternative worksite, such as the employee's residence or a satellite office located closer to the employee's residence than the primary worksite where the employee is regularly assigned.

Telework is recognized by the City and its employees as a practical, feasible and durable work alternative when it benefits the City of Seattle in one (1) or more of the following ways:

A. Maintains and enhances the delivery and resilience of City services;
B. Improves employee effectiveness, productivity and morale;
C. Maximizes utilization of City of Seattle office facilities;
D. Reduces absenteeism;
E. Promotes employee health and wellness, including ergonomic health;
F. Improves employee recruitment and retention;
G. Improves air quality and reduce traffic congestion;
H. Enhances the working life and opportunities of persons with disabilities; and
I. Other reasons as defined by the appointing authority.

14.7.1 Telecommuting Agreement – Telecommuting is encouraged but not mandated for employees, including temporary employees. Each bargaining unit member will have the opportunity to request a telecommuting agreement. The bargaining unit member must submit the request in writing to the City.

The City and the bargaining unit member will evaluate the feasibility of a request through an interactive process consistent with Personnel Rule 9.2 -Telecommuting. The City will consider all information provided by the bargaining unit member, including but not limited to health and safety, childcare, elder care and other family care, equity and transportation needs when making a decision on whether to grant a request.

When reporting to a primary worksite is required by an "in-office" weekly minimum policy, four hours work shall constitute an "in office" shift and the minimums may be met based on an average within a pay period. "In office" will include field work such as, but not limited to, inspections, public meetings, trainings, events and work at City designated facilities, provided the employee is in paid status and performing work on behalf of the City.

The employee shall report to the employing unit's primary worksite for public-facing services when so directed.

The employee shall take reasonable precautions to protect City owned equipment, if any, from theft, damage, or misuse. It remains the employer's responsibility to insure equipment used for approved telecommuting purposes.

The decision whether or not to grant a telecommuting agreement must be in writing and must include the reason(s) for the denial or approval, and provided to the employee.

Supervisors will add information about telecommuting agreement eligibility to position descriptions and job postings.

Working relationship between supervisor and employee, negative performance reviews and/or employee disciplinary history unrelated to telecommuting may not be considered as the sole basis for denial of a telecommuting agreement request unless the City has documented a nexus between the performance/discipline and the remote work request.

Denied telecommuting agreement requests will be reported to the Union. The bargaining unit member will have the opportunity to request a reconsideration of a denial to the Appointing Authority or designee.

14.7.2 Changes to Agreed Telecommuting Agreements – Employees approved for telecommuting acknowledge and recognize that business and/or employee needs arise that may necessitate a temporary deviation from an approved telecommuting agreement. The City or employee shall provide as much advance notice as possible. Alternative deviations may be considered and such deviations, whenever possible, should be infrequent.

The terms and conditions of individual telecommuting agreement shall be set forth in completed and signed remote work agreements with a copy provided to the Union.

The City or the bargaining unit member may terminate a telecommuting agreement, in writing, with a minimum advance notice of thirty (30) calendar days. When the City terminates a Telecommuting Agreement, the employee must receive written notification stating the reason(s) for the termination. Upon receiving written notification of termination, the employee may appeal the termination of the schedule to the department head. The employee may have a union representation during an appeal meeting.

14.8 Change Team IBB - No later than sixty (60) days after the full ratification of this Agreement, the Parties agree to initiate interest-based bargaining (IBB) on the subject of Change Team co-lead compensation, workload balance, and workplace protections. The Parties further agree that both the Director of Human Resources or designee(s), equal numbers of management and labor representatives and up to six (6) members of department Change Teams will be members of the IBB negotiation team. Upon completion of IBB, the Parties may agree by mutual consent to reopen this Agreement to incorporate agreed upon language. The Parties acknowledge that any new or modified language developed in IBB may need parameter approval from the LRPC and adoption by the Seattle City Council in order to be enforceable.

14.9 Dependent Care Task Force - The City and the Coalition of City Unions recognize a common interest in supporting employees by increasing access to safe, affordable, and quality dependent care services.

To meet this interest, the Parties will convene a joint Task Force to study options for a possible child and dependent care benefit program, including the possibility of a multi-employer dependent care voucher program. The joint Task Force shall be made up of equal numbers of labor representatives and representatives of the City.

The Task Force assessment should include an analysis of the need for dependent care by City employees, affordability, quality, location of child and adult care providers, and the administrative infrastructure needed to oversee the program. The assessment should also include an analysis of the costs and benefits of a dependent care benefit program and possible revenue sources such as the potential excess Health Insurance Rate Stabilization Fund. By mutual agreement, the Task Force may consult with outside experts to help with the assessment.

The Task Force shall provide a written report, with its analysis and recommendations, no later than end of year 2024.

14.10 Flash Resistant Clothing – At the request of the Union, the City shall evaluate an employee's categorization in the FR Clothing program. The results of this evaluation shall be available to the employee and the Union. The City agrees to the following increases to the FR Clothing Program:

Initial Outfitting Contributions

1. Daily wearer with Coveralls "initial outfitting" contribution shall be increased to $1,661.
2. Daily wearer without Coveralls "initial outfitting" contribution shall be increased to $1,496.
3. Intermittent wearer "initial outfitting" contribution shall be increased to $620.

Yearly Contributions

1. Daily wearer with Coveralls "yearly" contribution shall be increased to $992.
2. Daily wearer without Coveralls "yearly" contribution shall be increased to $860.
3. Intermittent wearer "yearly" contribution shall be increased to $245.

14.11 Wage Compression – The City will review L21C Salaried and Hourly Supervisor titles for compression annually. The City is interested in discussing the issues of compression that have not been addressed and the rationale behind decisions to adjust or not adjust certain titles.

The Citywide pay band causes issues

The Union, City, and City Light agree to form a committee for the purpose of evaluating the wages and pay bands of those classification titles covered under this

Agreement. Upon completion of the committee's analysis, the Parties agree to reopen this Agreement to negotiate potential changes to the compensation structure and wages of employees covered by this Agreement. The Parties agree that the committee will complete its analysis no later than December 15, 2024 and the Parties shall reopen no later than January 15, 2025.

14.12 Boot/Footwear Reimbursement – Effective January 1, 2023 and each year of the Agreement, the City will reimburse regular employees up to $300 to purchase or repair protective or specified footwear or other work gear (example: rain gear, gloves, etc) when such items are required by the City.

1. Effective January 1, 2024 the boot/footwear reimbursement shall be $325.00.
2. Effective January 1, 2025 the boot/footwear reimbursement shall be $350.00.
3. Effective January 1, 2026 the boot/footwear reimbursement shall be $375.00.
4. During the PERC year (calendar year 2027), a boot/footwear reimbursement shall be $375.00.

Requests for reimbursement will be accompanied by an itemized receipt showing the amount and place of purchase or repair. The City Will reimburse employees within a reasonable time frame but no more than three pay periods after the request is submitted. Temporary employees who qualify for the 521 through 1040 hour level premium pay or greater as set forth in the Temporary Employee definition will be eligible for the full reimbursement after every 2080 hours worked. New temporary employees will be eligible for $100 reimbursement after completing 200 hours of work.

ARTICLE 15 – RETIREMENT

15.1 Pursuant to Ordinance No. 78444, as amended, all eligible employees shall be covered by the Seattle City Employees Retirement System.

15.2 Effective January 1, 2017 consistent with Ordinance No. 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

ARTICLE 16 – SUBORDINATION OF AGREEMENT

16.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, state law, and the City Charter. When any provisions thereof are in conflict with the provisions of this Agreement, the provisions of said federal law, state law, or City Charter are paramount and shall prevail.

16.2 It is also understood that the parties hereto and the employees of the City are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE 17 – SAVINGS CLAUSE

17.1 If an article of this Agreement or any addendum thereto should be held invalid by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

ARTICLE 18 – ENTIRE AGREEMENT

18.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

18.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE 19 – NONDISCRIMINATION

19.1 The City and the Union shall not unlawfully discriminate against any employee by reason of race, color, creed, age, color, sex, gender identity, gender expression, genetic information, national origin, religious belief, marital status, sexual orientation, political ideology, ancestry or the presence of any sensory, status as a disabled veteran, a Vietnam era veteran or other covered veteran, mental or physical handicap disability unless based on a bona fide occupational qualification reasonably necessary to the operations of the City. The parties agree nothing in this Agreement shall serve to prevent a job placement or other reasonable accommodation as may be made pursuant to state or federal law for prevention of discrimination on the basis of disability.

19.2 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

19.3 Allegations of discrimination shall be a proper subject for the grievance procedure; provided, however, the matter may not be pursued through arbitration (Step 4) if a complaint has been filed and is being pursued with a local government, state, or federal human rights or EEO agency.

ARTICLE 20 – TERM OF AGREEMENT

20.1 This Agreement shall become effective upon signature and shall remain in effect through December 31, 2026. Written notice must be served by both parties of their intent to terminate or modify this Agreement at least ninety (90) but not more than one hundred and twenty (120) days prior to December 31, 2026. Any modifications requested by either party shall be presented at the parties' first meeting, and any modifications requested at a later date shall not be subject to negotiations, unless mutually agreed upon by both parties.

20.2 Race and Social Justice Initiative (RSJI): For the duration of this agreement, the Union agrees that the City may open negotiations associated with any changes to mandatory subjects related to the RSJI efforts.

20.3 For the duration of this Agreement, the City and the Union agree to enter into bargaining on impacts associated revisions made to the Affordable Care Act (ACA).

20.4 During the term of the Agreement, the City and the Union agree to enter into bargaining on impacts arising from or related to the Washington Paid Family and Medical Leave Program (Title 50A RCW) including, but not limited to, changes to the City's current paid leave benefit which may arise as a result of final rulemaking from the State of Washington, which may include changes to the draw down requirements associated with the City's Paid Family and Parental Leave programs.

Signed this _____ day of _____, 2024

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL 21-C	CITY OF SEATTLE Executed under authority of Ordinance No. _____
_____ Jason Canfield, Staff Representative	_____ Bruce Harrell, Mayor
_____ Ed Hill, President	_____ Shaun Van Eyk, Director of Labor Relations

APPENDIX A – STRATEGIC ADVISORS AND MANAGERS

A-1.1 TITLES REPRESENTED - The Union shall represent the following classifications in the Strategic Advisor/Manager Discretionary Pay Program.

Effective January 4, 2023, the salary range for these classifications shall be as follows:

	Minimum	Maximum
Managers 1	46.08	69.12
Managers 2	50.24	75.39
Managers 3	54.98	82.46
Strategic Advisors 1	46.08	69.12
Strategic Advisors 2	50.24	75.39
Strategic Advisors 3	54.98	82.46

Effective January 3, 2024, the salary range for these classifications shall be as follows:

	Minimum	Maximum
Managers 1	48.16	72.23
Managers 2	52.50	78.78
Managers 3	57.45	86.17
Strategic Advisors 1	48.16	72.23
Strategic Advisors 2	52.50	78.78
Strategic Advisors 3	57.45	86.17

Effective January 4, 2025, employees base wages will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%).

Effective January 10, 2026, employees base wages will be increased one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

A-2.1 Base Pay Adjustment Tables and Merit Leave Award Tables

Base Pay Adjustments
Table for 2023 Performance Evaluation Derived Base Pay Adjustment on 2022 Performance retroactive to January 1, 2023:

Base Pay Adjustments will be awarded per the table below:

Performance Rating	**Position in Pay Range**
4.6 – 5.0	AWI X 2.25
4.1 - 4.5	AWI X 2.125
3.8 – 4.0	AWI X 2.0
3.5 – 3.7	AWI X 1.75
3.3 – 3.5	AWI X1.50
3.0 – 3.2	AWI X 1.25
2.0 – 2.9	AWI
0.0 – 1.9	0%

Merit Leave Days will be awarded per the table below:

Performance Rating	**Merit Leave Award**
4.6 – 5.0	6 – Days
4.0 – 4.5	5 – Days
3.0 – 3.9	4 – Days
2.0 – 2.9	2 – Days
0.0 – 1.9	0 – Days

A.3.1 Seattle City Light Strategic Advisors and Managers ("SAM")
2019 - 2021 Discretionary Base Pay Adjustments and Performance Pay Awards

Projected Program Implementation Timeline:

i. Base Pay Adjustment ("BPA") using expanded criteria – each March covered by the agreement;
ii. Development of incentive program goals – each February covered by the agreement;
iii. Authorization of Incentive Program – No later than each January 31 covered by the agreement; and
iv. Payment of incentive awards – the next March following authorization.

The City's Discretionary Pay Program (DPP) structural adjustment (Pay Zones) will be equal to the AWIs for the step progression pay plans. The proposed DPP Pay Schedules reflect these adjustments.

City Light has the discretion annually to determine base pay adjustments for their staff in the City's DPPs.

- A DPP employee, whose performance was not satisfactory during the current salary year, cannot receive a BPA for the following year. Within 30 days of an employee being notified of not receiving an BPA, the employee may request a meeting with City Light Human Resources. City Light Human Resources will review the decision and shall convene a meeting with the employee within 30 days after the employee's request.

- No employee should receive an BPA that would cause his or her salary to go above the top of his or her respective pay zone.

- City Light's appointing authority may make additional pay adjustments to staff in the City Light DPP above the BPA if those adjustments are consistent with the DPP guidelines contained in the collective bargaining agreement.

Seattle City Light will provide base pay adjustments to employees in the SAM program based upon the following criteria:

- Improvements in key performance metric results
- Demonstrated efficiencies or business process improvements
- Market pay for comparable job duties in comparable public utility organizations
- Retention
- Internal alignment
- Increasing job scope/ responsibilities
- Learning Curve

Adjustments to base pay will be considered annually after receipt of a completed performance review. Mid-year adjustments based on the defined criteria could be made on a case by case basis.

- All adjustments in base pay will be based upon the criteria identified above.
- Adjustments to base pay will be made based on individual performance and market salary data.
- Salary decisions are not subject to the grievance procedure.

Manager and Strategic Advisor Performance Incentive Plan

Brief Summary

In order to reward exceptional performance and to establish metrics that support SCL's Long Term Strategic Plan goals, Seattle City Light is proposing implementing a Performance Incentive Plan for managers and strategic advisors.

The Performance Incentive Plan would provide incentive pay to managers and strategic advisors based on a scorecard of organizational, business unit, work unit (managers) and individual measures. Each measure will constitute a percentage of contribution to the overall calculation. The calculations are outlined below and differ for managers and strategic advisors.

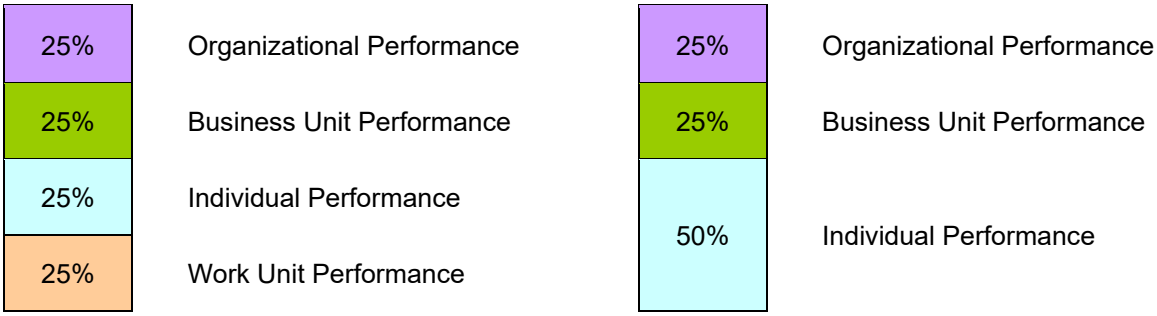
Participants will be eligible to earn up to an 8% lump sum bonus. Performance incentive pay is not added to base pay. Any incentive award shall be considered a part of regular compensation, prorated annually, for purposes of withholding retirement contributions and calculating retirement benefits for Strategic Advisors and Managers who are members of the City Employees Retirement System.

Authorization of Pay for Performance Plan

The Performance Incentive Plan will be in effect if authorized by the appointing authority by the last day of February of each year and agrees to notify the Union and affected employees of this decision at that time. This notification shall occur whether the Performance Incentive has been authorized or not. The authorization of the plan will be based in part on recent financial and organizational performance. If the incentive plan is authorized, performance incentive pay will be available to Managers and Strategic Advisors. Authorization of the performance incentive plan shall only be required during the duration of the contract and not into expiration.

Performance Measures and Weighting

Once the pay for performance is authorized, actual payout amounts will be based on a scorecard of the components: organizational, business unit, work unit (managers) and individual measures, as shown below.



Calculating Performance and Goal Setting

Performance goals for each year will be set by January 31st of the plan year as a part of the regular business planning process.

Performance Goal Setting

- Organizational Performance goals – Established by the Superintendent
- Business Unit Performance goals – Established by the Business Unit Officer
- Work Unit Performance goals – Established by the Division Director with input from Manager
- Individual Performance goals – Established by the Division Director with input from the Manager/Strategic Advisor
- Each plan measure will have a defined "target" and "outstanding" level of performance. Target performance should be set to plan, representing stretch but achievable goals (e.g. 50-60% likelihood).
- Outstanding performance should represent a level of performance that is well above plan. (e.g. 15-20% likelihood of achievement).

Implementation/Eligibility Details

Employees must have a minimum of 6 months service by December 31st to be eligible and must be a regular employee at the time that incentive pay is awarded. Performance incentive pay will be pro-rated for individuals with 6 to 11 months of service as of December 31st. Incentive awards decisions are final and not subject to grievance procedures. Employees that do not have overall satisfactory performance during the plan year will not be eligible for an award.

APPENDIX B – SALARIED SUPERVISORS

B-1.1 TITLES REPRESENTED - The term "FLSA-Exempt" means the employee is compensated on a salary basis rather than through hourly wages and is therefore exempt from the Fair Labor Standards Act ("FLSA") provision with respect to overtime compensation. The Union shall represent the following FLSA-exempt supervisor classifications at City Light.

Effective January 4, 2023, employee base wages will be increased by five percent (5%) and shall be as follows:

	Step 1	Step 2	Step 3	Step 4	Step 5
Capital Projects Coord Supv-BU	59.42	61.71	64.03	66.57	68.95
Energy Planning Supv-BU	59.46	61.86	64.25	66.81	69.28
Mgmt Systs Analyst Supv-BU	55.03	57.06	59.28	61.48	63.82
Planning&Dev Spec,Supvsng-BU	53.96	56.12	58.21	60.43	62.70

B-1.2 Effective January 3, 2024, employee base wages will be increased by four and one half percent (4.5%) and shall be as follows:

	Step 1	Step 2	Step 3	Step 4	Step 5
Capital Projects Coord Supv-BU	62.09	64.49	66.91	69.57	72.06
Energy Planning Supv-BU	62.14	64.64	67.14	69.82	72.40
Mgmt Systs Analyst Supv-BU	57.51	59.62	61.95	64.24	66.69
Planning&Dev Spec,Supvsng-BU	56.39	58.65	60.83	63.15	65.52

B-1.3 Effective January 4, 2025, employees base wages will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%).

B-1.4 Effective January 10, 2026, employees base wages will be increased one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

APPENDIX C - HOURLY SUPERVISORS

C-1 TITLES REPRESENTED - The term "FLSA-eligible" means the employee is compensated on an hourly basis and is eligible for overtime compensation. The Union shall represent the following FLSA-eligible classifications at City Light.

C.1.1 Effective January 4, 2023, employee base wages will be increased by five percent (5%) and shall be as follows:

	Step 1	Step 2	Step 3	Step 4	Step 5
Bldg/Facilities Operations Supv-BU	36.19	37.53	38.96	40.50	42.08
Credit&Colls Supv-BU	42.08	43.74	45.51	47.20	49.01
Electrical Constr&Maint Supv-BU	75.65	78.70	81.77		
Facility Techl Supv-BU	43.55	45.28	47.10	48.84	50.73
Food Svc Supv-BU	41.24				
Generation Supv-BU	75.65	78.70	81.77		
Materials Controller Supv-BU	46.35	48.04	49.95	51.96	53.96
Materials Handling Supv,General-BU	43.74	45.51	47.20	49.01	50.90
Mechanical Supv,Generation-BU	49.95	51.96	53.96	56.12	58.21

C-1.2 Effective January 3, 2024, employee base wages will be increased by four and one half percent (4.5%) and shall be as follows:

	Step 1	Step 2	Step 3	Step 4	Step 5
Bldg/Facilities Operations Supv-BU	37.82	39.22	40.71	42.32	43.98
Credit&Colls Supv-BU	43.98	45.71	47.55	49.32	51.22
Electrical Constr&Maint Supv-BU	79.06	82.24	85.45		
Facility Techl Supv-BU	45.51	47.31	49.22	51.03	53.01
Food Svc Supv-BU	43.10				
Generation Supv-BU	79.06	82.24	85.45		
Materials Controller Supv-BU	48.43	50.20	52.20	54.30	56.39
Materials Handling Supv,General-BU	45.71	47.55	49.32	51.22	53.19
Mechanical Supv,Generation-BU	52.20	54.30	56.39	58.65	60.83

C-1.3 Effective January 4, 2025, employees base wages will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%).

C-1.4 Effective January 10, 2026, employees base wages will be increased one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

C-1.5 The City will provide a one time lump sum payment of ten thousand dollars ($10,000) to the hourly supervisors covered by this Agreement.

C-2 HOURS OF WORK

C-2.1 Employees working in hourly positions in the Supervisor Unit, when necessary, shall be allowed to make necessary adjustments in their daily work hours required to fulfill their normal job responsibilities. If no adjustment of work hours is necessary, their work day shall normally be eight (8) consecutive hours of work except for that period designated as meal time.

C-2.2 The work week shall consist of forty (40) hours of work within a five (5) day period.

C-2.3 All work performed by employees outside of the forty (40) hour work week shall be compensated for at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.

C-2.4 With mutual agreement between employees and management, employees in this unit may work an alternate work schedule.

C-2.5 SCHEDULING CHANGES

A. Definitions - For the purpose of this section the following definitions shall apply:

i. Work Schedule – This is an employee's assigned workdays, work shift, and days off.
ii. Workday – This is an employee's assigned day(s) of work.
iii. Work Shift – This is an employee's assigned hours of work in a workday.
iv. Days Off – This is an employee's assigned non-working days.

B. Extended Notice Work Schedule Change - At least fourteen (14) calendar days' advance notification shall be afforded affected employees when work schedule changes lasting longer than thirty (30) calendar days are required by the City. The fourteen (14) calendar day advance notice may be waived by mutual agreement of the employee and management, with notice to the Union.

C. Short Notice Work Schedule Change - At least forty-eight (48) hours advance notification shall be afforded affected employees when work schedule changes lasting less than thirty (30) calendar days are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first work shift worked under the new schedule.

D. Short Notice Work Shift Change - At least forty-eight (48) hours advance notification shall be afforded affected employees when work shift changes lasting less than thirty (30) calendar days are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first work shift worked under the new schedule.

C-3.1 EXTRAORDINARY OVERTIME - Extraordinary overtime for hourly employees will be granted in accordance with SMC 4.20.230 – 4.20.250 and Personnel Rule 3.6, as authorized by the Appointing Authority. The parties agree that the subject of extraordinary overtime will be a priority topic of discussion in the 2024 LMC cycle and are committed to working collaboratively in that forum to develop criteria for when it is triggered for eligible employees covered by this Agreement, within the scope of its definition under the SMCs. In addition, the parties agree to prioritize discussion around overtime hours, with regard to hours worked with less than eight (8) hours between on-duty hours, and overtime hours worked directly before the start of an employees regular shift.

C-4.1 HOLIDAY PAY - Work on a holiday shall be provided in accordance with Personnel Rule 3.6.

C-5.1 COMPENSATORY TIME - Compensatory time shall be provided in accordance with Personnel Rule 3.6.

C-6.1 OVERTIME MEAL COMPENSATION - When an FLSA eligible employee is specifically directed by the City to work two (2) hours or longer at the beginning or end of the employee's normal work shift away from their place of residence of at least eight (8) hours or work two (2) hours or longer at the end of the employee's work shift of at least eight (8) hours or when the employee is called into work on the employee's regular day off , or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee purchases a meal away from their place of residence as a result of such additional hours of work, the employee shall be reimbursed for the cost of such a meal in accordance with Seattle Municipal Code (SMC) 4.20.325. In order to receive reimbursement, the employee must furnish the City with a dated original itemized receipt from the establishment indicating the time of the meal no later than end of the following pay period; otherwise, the employee shall be paid twenty ($20.00) dollars in lieu of reimbursement for the meal.

C-7.1 CALLBACK PAY – When an hourly employee is called back to work after the end of the employee's normal workday or on a scheduled day off, the minimum compensation shall be for 2 hours. Call back pay is effective once the employee arrives at the worksite.

C-8.1 STANDBY PAY – Standby pay shall be provided in accordance with Personnel Rule 3.8.

C-9.1 MEAL AND REST BREAKS – Meal and rest breaks shall be provided in accordance with Personnel Rule 9.3.

C-10.1 TRAVEL – Out-of-area travel is governed by Personnel Rule 5.2.

C-11.1 PROVISIONS SPECIFIC TO SKAGIT

C-11.1.1 SKAGIT ON-CALL - The City and the Union agree that each Skagit Generation Supervisor will receive an extra one (1) hours pay (at the overtime rate) for each day of the regular pay period as "on-call" pay for their off-duty hours. The current arrangement allows for 10 hours pay each pay period, and this will change that arrangement to 14 days per pay period. A Generation Supervisor will be designated as the primary contact with the others as back-up to be contacted should the primary Supervisor become temporarily unavailable.

C-11.1.2 SKAGIT HOUSING - All existing Generation Supervisors assigned to the Skagit Project will receive City–owned housing and utilities at no cost to the employee. This provision applies only to incumbents in the Generation Supervisor title at the Skagit project at the signing of this agreement. Management reserves the right to discontinue this practice when filling future vacancies in this title.

C-11.1.3 SKAGIT MOVING EXPENSES - Upon retirement or death of an employee required to reside in City-provided housing at the Skagit Project (Newhalem or Diablo) the City shall pay all reasonable moving expenses of the employee's household goods to Seattle or an equivalent distance from the housing location/address, providing the move is made within thirty (30) days after the death or retirement of the employee.

C-11.1.4 SKAGIT POWERHOUSE AND DAM RULES - Management reserves the right to assign work described in the Generation Supervisor class specification. Management further reserves the right to set reporting relationships and organizational structure. In the interest of providing stability in the workforce, management will make every effort to assign the generation supervisor to one of the functional roles for a minimum of 2 years prior to rotating them to a new assignment. In any case, 30 days' notice will be provided prior to rotating assignments.

APPENDIX D

**Memorandum of Agreement Between
The City of Seattle and The Washington State Council
of County and City Employees, AFSCME, AFL-CIO
Regarding Voluntary Recognition of Seattle City Light Units
(AMENDED DECEMBER 2011)**

WHEREAS, the Washington State Council of County and City Employees, AFL-CIO, AFSCME AFL-CIO (WSCCCE) has submitted a petition for investigation of a question concerning representation to the Washington State Public Employment Relations Commission (PERC), seeking to represent, for collective bargaining purposes, all managers, supervisors and strategic advisors employed by the City of Seattle in the Seattle City Light department (SCL); and

WHEREAS, WSCCCE has submitted signed Authorization for Representation cards to PERC representing more than sixty-five percent (65%) of the employees in each of the classifications of manager, supervisor and strategic advisor; and

WHEREAS, WSCCCE has requested that the City of Seattle voluntarily recognize WSCCCE as the exclusive bargaining representative for these SCL employees;

WHEREAS, during the course of the bargaining relationship, the parties have agreed to exclude from the bargaining units additional positions as confidential, as listed below in #1;

NOW THEREFORE, the parties signatory to this Memorandum of Agreement agree to the following:

1. The City of Seattle voluntarily recognizes WSCCCE as the exclusive bargaining representative for all managers, supervisors and strategic advisors in SCL;

   Representation by WSCCCE shall comprise three distinct bargaining units: one for managers, one for supervisors and one for strategic advisors;

   The following employees are confidential employees under the Public Employee Collective Bargaining Act and related regulations, and they are therefore excluded from the bargaining units:

   Berle Hardie – HR Business Unit, Labor Relations Coordinator
   Patsy Taylor – HR Business Unit, Labor Relations Coordinator
   Jay Pickett – Boundary Manager
   Vacant – Skagit Manager
   Janis Kawamura-HR Business Unit, Strategic Advisor II
   Gary Maehara-Strategic Advisor 3 Exempt in the Superintendent's Office (OOC as HR Talent Director)
   Jennifer Greenlee-Strategic Advisor 2 Exempt in HR (Employee Relations Advisor)
   Jen Swidler-Manager 2 Exempt in HR (Talent Acquisition Manager)
   Olga Segovia-Manager 1, General Government in HR (Employee Services Manager)-currently ~~Anna-Lyn Hurlbut, Admin Staff Asst is filling in OOC to backfill in this position as Olga is on leave~~
   Vacant-Strategic Advisor 2, General Government in HR (Workforce Development Manager)
   Darin Reinke-Payroll Supervisor in HR
   Fanny Nguyen-Safety Supervisor in HR
   Kevin Davis-Safety Supervisor in HR

2. To resolve continuing disputes over confidential exclusions, the parties agree that five (5) positions selected by the City shall be excluded from WSCCCE jurisdiction. The City shall have full discretion in selecting such excluded positions, except that no employee who is working in a position represented in the manager, supervisor or strategic advisor units created herein on the date this agreement is executed shall be excluded. The City shall retain its right to designate any of the five excluded positions regardless of whether it chooses to do so at any given time, unless the parties choose to change the number of excluded positions through mutual agreement.

   The positions selected by the City will remain excluded until the City notifies the WSCCCE in writing that a particular position will no longer be excluded, and that another position is to be considered excluded in its stead. The effective date of such change shall be thirty (30) days after the date of such notice. The employee in the position that is no longer excluded will be required to comply with any union security provisions in a collective bargaining agreement negotiated by the parties. An employee who moves out of an excluded position to a position covered by any collective bargaining agreement negotiated by the parties will also be required to comply with any union security provisions therein.

   This Memorandum of Agreement constitutes complete resolution of all issues raised by WSCCCE's petition for investigation of a question concerning representation. Nothing in this Memorandum shall serve to revise the scope of the three units described above.

   For as long as this Memorandum of Agreement is in effect, the parties shall refrain from filing any unit clarification petition with PERC for the purpose of accreting any or all of the excluded positions to any current or newly created bargaining units.

3. Employees in the units described herein will not perform the following sensitive Human Resources/Labor Relations work involving managers, strategic advisors and/or supervisors represented by this bargaining unit: providing final approval for salary setting for managers, strategic advisors and supervisors; participating in discipline recommendations (e.g., Comparables committee, discipline establishment/changes in discipline polices/practices); attendance at pre-Loudermill m eetings with the Appointing Authority related to managers, strategic advisors and/or supervisors; providing final recommendations to Executive level management on performance management of managers, strategic advisors and/or supervisors; acting as lead HR representative at mediation or arbitration involving strategic advisors/managers/supervisors; acting with delegated authority to authorize settlement of complaints; approving contracting out of manager/strategic advisor/supervisor work; acting with delegated authority to provide departmental approval on classification reviews for strategic advisors/managers/supervisors; acting with independent authority to develop or implement programs or policies related to managers/strategic advisors/supervisors. These restrictions will not adversely impact the classification and/or compensation of existing employees in the positions.

4. The parties agree that the bargaining units described herein shall be considered a single unit exclusively for the purpose of union jurisdictional matters.

5. The parties agree that wages and other forms of compensation paid for work performed between the date of this Agreement and the execution of any Initial collective bargaining agreement for the bargaining units referred to in Paragraph 1, above, shall be subject to negotiations. Such negotiations may include discussions of retroactivity of wages, hours and working conditions between the date of this Agreement and the execution of any initial collective bargaining agreement. The provisions of this paragraph shall serve and be referred to as a "Christie Agreement."

6. This Memorandum of Agreement shall be in effect on the date it is fully executed.

For the City of Seattle:

12-28-11

David Bracilano Date
Labor Relations Director

For WSCCCE, AFSCME:

12/28/11

William F. Dennis Date
Director of Research

For Seattle City Light:

12-28-11

Davonna Johnson Date
Human Resources Director

APPENDIX E

Memorandum of Agreement Between
The City of Seattle and the Washington State Council of County and City Employees – Local 21-C, AFSCME, AFL-CIO
Regarding Excluding Certain Seattle City Light Employee(s) from the bargaining unit

WHEREAS, Local 21-C and the City of Seattle voluntarily recognized Local 21-C as the exclusive bargaining representative for these SCL employees;

WHEREAS, Local 21-C represents for collective bargaining purposes, all managers, supervisors and strategic advisors employee by the City of Seattle in the Seattle City Light department (SCL);

WHEREAS, Local 21-C and the City of Seattle agreed to exclude certain positions and personnel by memorandum of agreement;

WHEREAS, the City of Seattle and Seattle City Light have employees(s) whose jobsite is located in the State of Idaho where Right to Work Laws apply;

WHEREAS, Idaho state law indicates that no person shall be required, as a condition of employment, or continuation of employment, to become or remain a member of a labor organization.

NOW Therefore, the parties' signatories to this Memorandum of Agreement agree to the following:

The Generation Supervisor position located at the Lucky Peak Power Plant Project in Boise, ID currently filled by Thomas Nelson is excluded from the Supervisor bargaining unit.

This Memorandum of Agreement shall be in effect on the date it is fully executed.

For the City of Seattle

1-4-12

David Bracilano Date
Labor Relations Director

For Local 21-C, AFSCME:

1/3/12

William F. Dennis Date
Director of Research

For Seattle City Light

DaVonna Johnson 1/3/12

DaVonna Johnson Date
Human Resources Officer

APPENDIX F

The following MOU attached hereto as Appendix C and signed by the City of Seattle and Local 21C ("Parties"), is adopted and incorporated as an Appendix to this Agreement to address certain matters with respect to membership and payroll deductions after the U.S. Supreme Court's decision in Janus v. AFSCME. The Agreement is specific and limited to the content contained within it. Nothing in the MOU is intended, nor do the Parties intend, for the MOU to change the ability to file a grievance on any matter of dispute which may arise over the interpretation or application of the collective bargaining agreement itself. Specifically, nothing in the MOU is it intended to prevent the filing of a grievance to enforce any provision of Article 3, Union Membership and Dues. Any limitations on filing a grievance that are set forth in the MOU are limited to actions that may be taken with respect to the enforcement of the MOU itself, and limited specifically to Section B of the MOU.

Section A of the MOU has been incorporated into the collective bargaining as Article 4 – Union Membership and Dues.

MEMORANDUM OF UNDERSTANDING
By and Between
THE CITY OF SEATTLE
And
COALITION OF CITY UNIONS

(Amending certain collective bargaining agreements)

Certain Unions representing employees at the City of Seattle have formed a coalition (herein referred to as "Coalition of City Unions") to collectively negotiate the impacts of the *Janus v. AFSCME* Supreme Court decision and other conditions of employment with the City of Seattle (herein referred to as "City;" together the City and this Coalition of City Unions shall be referred to as "the Parties"); and

This Coalition of City Unions for the purpose of this Memorandum of Understanding (MOU) shall include the following individual Unions, provided that the named Unions are also signatory to this MOU: the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 104; the International Union of Painters and Allied Trades District Council#5; the Inlandboatmen's Union of the Pacific; Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 11 7; the International Brotherhood of Electrical Workers, Local 46; the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32; the International Brotherhood of Teamsters, Local 763; the International Union of Operating Engineers, Local 286; the UNITE Hotel Employees & Restaurant Employees, Local 8; the Public Service & Industrial Employees, Local 1239; the Washington State Council of County and City Employees, Local 21; the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, Local 15; the Sheet Metal Workers International Association, Local 66; the Seattle Municipal Court

Marshals' Guild; the Pacific Northwest Regional Council of Carpenters; the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289; the Seattle Parking Enforcement Officers Guild; the Seattle Police Dispatchers' Guild; the Seattle Police Management Association; and the Seattle Police Officers' Guild.

Background

In June of 2018, the United States Supreme Court issued the *Janus v. AFSCME* decision. In response to this change in circumstances, this Coalition of City Unions issued demands to bargain regarding the impacts and effects of the *Janus v. AFSCME* Supreme Court decision.

Included in the Parties collective bargaining agreements is a subordination of agreement clause that in summary states, It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, City Charter, and state law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal law, City Charter, or state law are paramount and shall prevail.

The Parties have agreed to engage in negotiations over the impacts and effects of this change in circumstances to reflect compliance with the Janus v. AFSCME Supreme Court decision.

Agreements

Section A. Amended Union Dues and Membership Language

The Parties agree to amend and modify each of the Parties' collective bargaining agreements as follows:

Article X - Union Engagement and Payroll Deductions

The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The performance of this function is recognized as a service to the Union by the City and The City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only. The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from Union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit. The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee' s normal working hours and at their usual worksite or mutually agreed upon location.

The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement. At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of their bargaining unit attending the Orientation.

The individual Union meeting and NEO shall satisfy the City' s requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

New Employee and Change in Employee Status Notification: The City shall supply the Union with the following information on a monthly basis for new employee's: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.

Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of their dues authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the union that the terms of the employee's authorization regarding dues deduction revocation have been met. The City will refer all employee inquiries or communications regarding union dues to the appropriate Union.

Section B. Agreement on Impacts of the *Janus v. AFSCME* Supreme Court Decision

The Parties further agree:

1. Member Training: During each year of this agreement a Union's principal officer may request that Union members be provided with at least eight (8) hours or one (1) day, whichever is greater, of paid release time to participate in member training programs sponsored by the Union. The Parties further agree that the release of employees shall be three (3) employee representatives per each Union in an individual Department; or two percent (2%) of a single Union's membership per each department, to be calculated as a maximum of two percent (2%) of an individual Union's membership in that single department (not citywide), whichever is greater. The approval of such release time shall not be unreasonably denied for arbitrary and/or capricious reasons. When granting such requests, the City will take into consideration the operational needs of each Department. At its sole discretion, the City may approve paid release time for additional employee representatives from each Department on a case-by-case basis.

2. The Unions shall submit to the Office of Labor Relations and the Department as far in advance as possible, but at least fourteen (14) calendar days in advance, the names of those members who will be attending each training course. Time off for those purposes shall be approved in advance by the employee's supervisor.

3. New Employees: The City shall work with the Seattle Department of Technology to develop an automated system to provide the Union with the following information within ten (IO) working days after a new employee's first day of work: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate, FTE status. Until the process has been automated the departments may provide the Union notice at the same time the department notifies SDHR benefits, by sending an email to the Union providing the notice of hire. Upon automation departments may elect to not provide notice to the Unions and official notice will only be given by SDHR. The Parties agree to continue to work with departments to provide notice of new hires to the Union no later than IO working days from the employee first day of work.

4. This agreement is specific and limited to the referenced demand to bargains and the associated negotiations related to the impacts regarding the *Janus v. AFSCME* decision and sets no precedent or practice by the City and cannot be used or introduced in any forum or proceeding as evidence of a precedent or a practice.

5. Issues arising over the interpretation, application, or enforceability of the provisions of this agreement shall be addressed during the Coalition labor management meetings and shall not be subject to the grievance procedure set forth in the Parties ' collective bargaining agreements.

6. The provisions contained in " Section B" of this MOU will be reviewed when the current collective bargaining agreements expire. The Parties reserve their rights to make proposals during successor bargaining for a new agreement related to the items outlined in this MOA.

7. This Parties signatory to this MOU concur that the City has fulfilled its bargaining obligations regarding the demand to bargains filed as a result of the Janus v. AFSCME Supreme Court decision.

SIGNED this day of 2018.

Executed under the Authority
of Ordinance No. __ __ __ __

FOR THE CITY OF SEATTLE:

Jenny A. Durkan,
Mayor

~~Susan McNab,~~ Bobby Humes
Interim Seattle Human Resources Director

Laura A. Southard,
Deputy Director/Interim Labor Relations Director

SIGNATORY UNIONS:

Elizabeth Rockett, Field Representative
IU Painters and Allied Trades,
District Council #5

Natalie Kelly, Business Representative
HERE, Local 8

Andrea Friedland, Business Representative
IATSE, Local 15

Amy Bowles, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support

Ray Sugarman, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support

Shaun Van Eyk, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors

Mark Watson, Union Representative
WSCCCE, Council 2, Local 21, 21C, 21Z, 2083
& Local 21-PA Assistant

Steven Pray, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors

Kurt Swanson, Business Representative
UA Plumbers and Pipefitters Local 32

Janet Lewis, Business Representative
IBEW, Local 46

Kal Rohde, Business Representative
Sheet Metal Workers, Local 66

Brian Self, Business Representative
Boilermakers Union, Local 104

John Scearcy, Secretary-Treasurer
Teamsters, Local 117; JCC and Community
Service Officers & Evidence Warehousers

Mike Bolling, Business Representative
IU Operating Engineers, Local 286

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289
& 79

Scott A. Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC

Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security Officers (JCC); Local 1239 Recreation Unit

Peter Hart, Regional Director
Inland Boatmen's Union of the Pacific

Dave Quinn, Business Representative
Pacific Northwest Regional Council of Carpenters

Scott Fuquay, President
Seattle Municipal Court Marshals' Guild
IUPA, Local 600

Michael Cunningham, President
Seattle Police Dispatchers' Guild

Nanette Toyoshima, President
SPEOG, Seattle Parking Enforcement Officers' Guild

Scott Bachler, President
Seattle Police Management Association

Kevin Stuckey, President
Seattle Police Officers' Guild

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289 & 79

Scott A. Sullivan, Secretary-Treasurer
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Seattle Police Dispatchers' Guild

Nanette Toyoshima, President
SPEOG, Seattle Parking Enforcement Officers' Guild

Scott Bachler, President
Seattle Police Management Association

Kevin Stuckey, President
Seattle Police Officers' Guild

APPENDIX G

LETTER OF AGREEMENT

BETWEEN

THE CITY OF SEATTLE

And

THE COALITION OF CITY UNIONS

WORK/LIFE SUPPORT COMMITTEE

The City of Seattle and the Coalition of City Unions agree to enter into the following Memorandum of Agreement to create and address certain topics at a Work/Life Support Committee. The terms of the Letter of Agreement are as follows:

1) **Purpose.** The Work/Life Support Committee ("WLSC") shall be a City-wide labor management committee to promote an environment for employees that supports and enhances their ability to meet their responsibilities as employees of the City of Seattle and support their work/life balance. The WLSC may provide recommendations to the Mayor and City Council on programs and policies that further support work/life balance.

2) **Workplan.** The WLSC shall develop an annual workplan to identify programs and policies that promote a work/life balance for City employees. These may include, but are not limited to, dependent care subsidy/support program for eligible employees, enhancing alternative work arrangements, flexible work hours, job sharing, on-site/near-site child care, expanding the definition of family for access to leave benefits, shift swaps, resource and referral services, emergency level, and back-up care. The WLSC may conduct and make recommendations no later than March 31 of each year.

3) **Membership.** The membership of WLSC shall be made up of the Mayor or designee, the Director of Labor Relations or designee, up to five Directors or designee from City departments, and members designated by the Coalition of City Unions ("CCU") at equal numbers as the management representatives. If a CCU designee is a City employee, they shall notify their supervisor. Management will not unreasonably deny the participation of City employees on paid release time to serve on the WLSC.

4) **Meetings.** The WLSC shall meet at least four (4) times per calendar year. The WLSC may meet more frequently if necessary if all parties agree.

5) **Additional Resources.** The WLSC may establish subcommittees that include other department representatives and/or subject matter experts. These subcommittees shall conform with rules established by the WLSC.

6) **Authority.** The WLSC and its subcommittee(s) shall not have the authority to change, amend, modify or otherwise alter collective bargaining agreements.

Kal Rohde, Business Representative
Sheet Metal Workers, Local 66

Brian Self, Business Representative
Boilermakers Union, Local 104

John Scearcy, Secretary-Treasurer
Teamsters, Local 117; JCC and Community Service Officers & Evidence Warehousers

Mike Bolling, Business Representative
IU Operating Engineers, Local 302

Scott Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC and Municipal Court

Mary Keefe, Business Agent
Teamsters, Local 763; JCC and Municipal Court

Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security Officers (JCC); Local 1239 Recreation Unit

Peter Hart, Regional Director
Inland Boatmen's Union of the Pacific

Dave Quinn, Business Representative
Pacific Northwest Regional Council of Carpenters

Scott Fuquay, President
Seattle Municipal Court Marshals' Guild
IUPA, Local 600

Cory Ellis, President
Seattle Police Dispatchers' Guild

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289 & 79

AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES LOCAL 21PA, AFSCME, AFL-CIO

LAW DEPARTMENT
ASSISTANT CITY PROSECUTORS
IN THE CRIMINAL DIVISION

Effective through January 1, 2023, through December 31, 2026

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PREAMBLE

THIS AGREEMENT is between the City of Seattle (hereinafter called the "City") and the Washington State Council of County and City Employees, Local 21PA, AFSCME, AFL-CIO (hereinafter called the "Union") for the purpose of setting forth the mutual understanding of the Parties as to wages, hours, and other conditions of employment of those employees employed by the City Attorney in the City Attorney's Office (CAO) also referred to as the Law Department for whom the City has recognized the Union as the collective bargaining representative.

NONDISCRIMINATION STATEMENT

The City and the Union agree that neither Party will unlawfully discriminate against any employee because of race, color, age, sex, marital or military status, sexual orientation, political ideology or affiliation, creed, religion, ancestry, national origin, participation or lack of participation in Union activities, or the presence of any sensory, mental, or physical disability, unless based on a bona fide occupational qualification to the extent allowed by applicable law.

ARTICLE 1 – RECOGNITION, BARGAINING UNIT, AND TEMPORARY EMPLOYMENT

1.1 The City hereby recognizes the Union as the exclusive collective bargaining representative for collective bargaining purposes of all regular full-time, part-time, and temporary Assistant City Prosecutors of the City of Seattle in the Criminal Division of the City Attorney's Office, excluding supervisors, confidential employees, and all other employees.

1.2 The terms "employee," "Assistant City Prosecutor" and "bargaining unit member" shall not be defined to include interns, externs, or volunteers.

1.3 The Parties recognize that providing opportunities for law students and attorneys to serve as interns, externs, and volunteers is a valuable service, both to the legal community and to the City. The Law Department therefore retains the right to use interns, externs, and volunteers to the extent it deems appropriate.

1.4 The term "temporary employee" shall mean an employee who is employed in a temporary assignment of one of the following types:

A. Position Vacancy: An interim assignment for up to one (1) year to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent.

B. Incumbent Absence: An interim assignment for up to one (1) year to perform work associated with a regularly budgeted position when the incumbent is temporarily absent.

C. Less than half-time assignment: For seasonal, on-call, intermittent or regularly scheduled work that normally does not exceed one thousand forty (1,040) hours per year except as provided by Personnel Rule 11.

D. Short-term assignment: An assignment of up to one (1) year to perform work in response to emergency or unplanned needs such as peak workload, special project, or other short-term work that does not recur and does not continue year to year.

E. Term limited assignment: An assignment to perform time-limited work of more than one (1) but not more than three (3) years for:

1. Special time-limited project work that is clearly outside the routine work performed in the department and that requires skills and qualifications that are not typically used by the department; or,
2. Replacement of a regularly appointed employee who is assigned to special time-limited project work.

3. Replacement of a regularly appointed employee whose absence of longer than one (1) year is due to disability time loss, military leave of absence, or authorized absence for medical reasons.

4. Replacement of a regularly appointed employee who has been released for union leave pursuant to Article 12.6.

1.5 Temporary employees shall be exempt from all provisions of this Agreement except Sections 1.4; 1.5; 1.6; 1.7; 1.8; 3; 6.10; 7.1; 7.2; 7.3; 7.4; 7.5; 11.1; 11.1.1; 11.2; 11.3; 11.4; 11.5; 11,6; 11.7; 11.8; 11.10 for temporary employees as defined under 1.4, excluding 1.4.C; Article 15 Grievance Procedure; and Appendix A, provided however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section.

1.6 The utilization and management of temporary assignments shall be subject to the provisions of Personnel Rule 11–Temporary Employment. Where the provisions in Personnel Rule 11 do not conflict with the expressed provisions of this Agreement, Personnel Rule 11 shall apply and be subject to the grievance procedure as provided for in Article 15.

1.7 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a regular position in a step progression pay program without a break in service greater than thirty (30) days shall have their temporary service counted towards salary placement provided the service was in a job title corresponding to the same or higher classification in the same series as the regular appointment.

1.8 Temporary employees covered by this Agreement are eligible to apply for all positions advertised internally.

ARTICLE 2 – RIGHTS OF MANAGEMENT

2.1 **Retained Rights:** The management of the Law Department and its employees are vested by the City Charter exclusively in the City Attorney. Except where limited by an express provision of this Agreement, the City Attorney has the sole right to manage and direct all operations of the Law Department and to control its budget in an effective manner. A nonexclusive listing of examples of such rights includes the rights:

A. To appoint, hire, assign, transfer, promote, discipline, or discharge employees;

B. To determine the methods and personnel necessary for providing services of the Law Department, including the creation and execution of policy; changes in the exercise of prosecutorial discretion; increase or diminution or change of operations and the introduction of any new, improved, or automated methods or equipment;

C. To set standards of work performance and to evaluate work performance;

D. To determine work schedules and the location of work assignments and offices;

E. The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for bargaining unit work on a short-term, temporary basis under the following guidelines: 1) required expertise is not available within the City work force, or 2) the occurrence of peak loads above the work force capability. Determination as to (1) or (2) above shall be made by the department head involved; provided, however, prior to approval by the department head involved to contract out work under this provision, the Union will be notified thirty (30) days prior to the start of any new contract or as soon as the department is aware of the need to contract. This notification shall include:

1. A detailed justification for the proposed contracting;
2. A labor force analysis demonstrating why the current workforce cannot complete the work;
3. The location where the work will be performed;
4. A description of the work to be contracted;
5. The estimated duration and amount of the contract;
6. The intended start date; and
7. The date the work must be completed, if applicable.

The City will, during its budget process, review the use of contractors in the terms of nature of work, the duration, and the number of hours of contractor work being performed, in conjunction with affected Union(s). Based on the review, if the City and Union(s) determine(s) there is an ongoing need, the Parties will, in good faith, collaboratively determine whether the circumstances warrant the proposal of additional regular positions;

F. To temporarily assign employees to a specific job or position outside the bargaining unit or out-of-class;

G. To assign attorneys from other Law Department units to perform work in the Criminal Division on an emergency or temporary basis not to exceed six (6) months unless a longer period of time is mutually agreed upon, without incurring any obligation of the City or of the assigned employee to the Union subject to Article 1; and

H. To take actions necessary in emergencies to assure the proper functioning of the Law Department.

2.2 **Notice and Opportunity to Bargain:** The City Attorney or designee will notify the Union Staff Representative and Local President of changes to wages, hours, or working conditions prior to implementation. The Union may agree to the changes or may give notice to the City Attorney or designee of its intent to negotiate the changes or their effect prior to implementation. The Union will give such notice within thirty (30) calendar days of receiving notice of the changes from the City Attorney or designee. The City Attorney or designee may assume that the changes are acceptable to the Union if no demand for bargaining is made within that time. If a demand to bargain is made within that timeframe, the Parties will commence negotiations in a timely manner.

2.3 The City Attorney specifically agrees that prior to requiring employees to collect DNA evidence, the Union will be notified and upon request of the Union, the City will bargain the impacts of the assignment prior to implementation.

ARTICLE 3 – UNION ENGAGEMENT AND PAYROLL DEDUCTIONS

3.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved.

3.1.1 The performance of this function is recognized as a service to the Union by the City and the City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only.

3.1.2 The Union agrees to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that arise against the City for deducting dues from Union members pursuant to this Article, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

3.2 The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit.

3.2.1 The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

3.3 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement.

3.3.1 At least five (5) business days before the date of the NEO, the City shall provide the Union with a list of names of the bargaining unit members attending the Orientation.

3.4 The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law.

3.5 The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

3.6 New Employee and Change in Employee Status Notification: The City will notify the Union with New Hire information as soon as possible. The City shall supply the Union with the following information on a monthly basis for new employees:

A. Name
B. Home address
C. Personal phone
D. Personal email (if a member offers)
E. Job classification and title
F. Department and division
G. Work location
H. Date of hire
I. FLSA status
J. Compensation rate

Adoption of New Personnel Management System (Workday):

Upon transition to a new Personnel Management System (Workday) the City agrees to notify the appropriate Union with New Hire information no later than one work week after the employee's first day of work. In the event that transition is delayed or the system is unable to send weekly notification, the Parties agree to meet to discuss an alternative notification process no later than May 1, 2024.

3.6.1 The City shall also notify the Union on a monthly basis regarding employee status changes for employees who have transferred into a bargaining unit position and any employees who are no longer in the bargaining unit.

3.6.2 For employees who have transferred into the bargaining unit, the City shall supply the Union with the employee's name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.

3.7 Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of the Union's dues authorization rules.

3.7.1 Every effort will be made by the City to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the Union that the terms of the employee's authorization regarding dues deduction revocation have been met.

3.7.2 The City will refer all employee inquiries or communications regarding union dues to the Union.

See also Appendix B.

ARTICLE 4 – LABOR-MANAGEMENT COMMITTEE

The Union and the City Attorney agree to hold labor-management meetings as necessary. A meeting may be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this Agreement. The purpose of labor-management meetings is to deal with matters of general concern to both the Union and management.

ARTICLE 5 – PERFORMANCE EVALUATIONS, PERFORMANCE MANAGEMENT, AND REPRESENTATION

5.1 The City Attorney or designee may provide performance expectations to employees orally or in writing at any time.

5.2 **Performance Evaluations:** The Law department is committed to assisting employees in meeting performance expectations and will provide employees feedback regarding their performance through formal performance reviews, informal discussions, and letters of expectation as needed. The performance of every employee will be evaluated annually near the end of the calendar year using the criteria generally applied to Assistant City Prosecutors and on a standard evaluation form used by the Law Department for such attorneys.

5.3 Employees who in the judgment of the City Attorney have failed to comply with established expectations may be suspended or discharged from employment. If an employee is required to attend a meeting the employee reasonably believes could lead to suspension or discharge from employment, the employee shall have the right to be accompanied by a representative of the Union. If an employee desires representation for such a meeting, the employee must notify the City Attorney or designee. The employee will be allowed a reasonable period of time to secure representation.

5.4 Prior to such meeting, the employee will be provided sufficient information to reasonably determine the nature of the meeting and the issue(s). Employees shall be advised as to the outcome of such a meeting within a reasonable period of time.

5.5 No employee shall be suspended or discharged from employment without first being provided written notice of the reason(s), including the information upon which the action is being contemplated, and an opportunity to meet with the City Attorney or respond in writing prior to a final determination in order to provide any information the employee wishes to provide regarding the action being contemplated. The employee may submit any information the employee deems relevant. If requested by the employee, such information will be placed in the employee's personnel file.

5.6 The City and the Union agree that it is in their mutual interests to maintain the confidentiality of such proceedings to the extent that circumstances may reasonably allow, and to complete such proceedings as expeditiously as circumstances allow.

5.7 The right to representation shall not extend to discussions with an employee in the normal course of business, such as giving instructions, assigning or evaluating work, informal discussions, delivery of paperwork, staff, or work unit meetings, or other routine communications with an employee.

5.8 Nothing in this Agreement is intended to limit or modify an employee's status as an at-will employee of the Law Department.

ARTICLE 6 – WAGES, TRANSIT BENEFIT, AND TRAVEL EXPENSES

6.1 **Salary Upon Hire:** The City Attorney or designee shall have sole discretion to place newly hired employees at a step within the Step Progression Pay Program or at a level in the Discretionary Pay Program commensurate with the new employee's knowledge, skills, years of experience and assigned duties and responsibilities.

6.1.1 New employees placed in the Step Progression Pay Program shall normally be placed at Step 1. For employees not placed at Step 1, the department shall use a Step Placement Exception form to document the factors considered in determining the step placement of the employee. Step Placement Exception forms will be retained by the department.

6.2 **Wage Rates:** The salary range and steps of the Step Progression Pay Program, and the minimum and maximum range of the Discretionary Pay Program are set forth in Appendix A.

6.3 **Advancement within the Step Progression Pay Program:** Employees will automatically advance to the next Step of the Step Progression Pay Program up to Step 6 upon completion of twelve (12) months of actual service at their current Step, provided the employee's initial or most recent annual performance appraisal reflects "meets expectations" or higher-level performance in a majority of rating categories.

A. Actual service shall be defined as one month's service for each month of full-time regular employment, including paid absences. In determining actual service for advancement in salary step, absence due to sickness or injury (or other protected basis for leave under SMC 14.16 or other laws including RCW 49.46.210) for which the employee does not receive compensation may at the discretion of the City Attorney or designee be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may be credited at the rate of fifteen (15) calendar days per year at the discretion of the City Attorney or designee.

B. Salary increases based on actual service shall become effective on the first day following the employee's completion of the time of actual service.

6.4 **Assignment to and Advancement within the Discretionary Pay Program:** The City Attorney or designee shall have sole discretion to increase the salary of individual employees to, or within, the Discretionary Pay Program based on the assignment of increased and/or specialized duties and/or responsibilities, recruitment and/or retention, desirable expertise and/or experience, and/or the need for market adjustments determined necessary to address such needs. Increased and/or specialized duties and/or responsibilities shall be defined as duties and/or responsibilities that exceed those typically expected of or assigned to a journey-level employee, such as lead duties and/or responsibilities or training

and/or mentoring of new employees.

6.5 **Movement from the Discretionary Pay Program to the Step Progression Pay Program:** In the event the City Attorney or designee determines that an employee in the Discretionary Pay Program will no longer be assigned increased and/or specialized duties or responsibilities as defined in section 6.4, the salary of such employee may be reduced to Step 6 of the Step Progression Pay Program.

6.6 **Transit Subsidy and Parking:**

A. The City shall provide a transit subsidy benefit consistent with SMC 4.20.370 as amended.

B. The City will continue to provide payroll deduction for the payment of an employee's share of costs for parking in a City-owned facility so that such costs may be paid pre-tax consistent with and subject to applicable City and IRS rules and regulations.

C. Effective January 1, 2020, the Commute Trip Reduction ("CTR") parking benefit cost to the employee will increase from seven dollars ($7.00) to ten dollars ($10.00).

6.7 **Travel Expenses:** When traveling outside the City at the direction of the City Attorney or designee, employees shall be reimbursed for:

A. Actual expenses incurred for registration fees for conventions, seminars, or similar events.

B. Actual expenses incurred, or the standard mileage rate set by the Seattle Human Resources Director, if reimbursement for mileage does not exceed the round-trip coach-class airfare of a common carrier.

C. Actual expenses incurred for meals when travel outside the City is not a routine or normal part of the employee's job and the reimbursement does not exceed the amount established by the City's Finance Director.

D. Actual expenses for automobile rental or other local transportation.

E. Actual necessary expenses for lodging, if costs do not exceed the amount set by the City's Finance Director.

F. Other reasonably necessary expenses related to the City business being performed, including, but not limited to, writing materials, reading materials, and telecommunications.

6.8 **Retirement and Deferred Compensation Program:**

A. Employees are eligible to become members of the Seattle City Employees Retirement System (SCERS) as provided in Ordinance 78444, as amended, and may participate in the City of Seattle's Deferred Compensation Plan as provided in SMC 4.38.010 as amended, and applicable City and IRS rules and regulations.

B. Effective January 1, 2017, consistent with Ordinance No. 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017. Employees hire on or after shall be eligible to become members of SCERS II and may participate in the City of Seattle's Deferred Compensation Plan as provided in SMC 4.38.010 as amended and applicable City and IRS rules and regulations.

6.9 Employees will pay the employee portion of the required premium listed as the WA Paid Family Leave Tax and the WA Paid Medical Leave Tax on an employee's paystub of the Washington State Paid Family and Medical Leave Program effective December 25, 2019.

6.10 **Language Premium:** Employees assigned to perform bilingual, interpretive and/or translation services for the City shall receive a two hundred dollar ($200.00) per month premium pay. The City shall ensure employees providing language access services are independently evaluated and approved. The City may review the assignment annually and may terminate the assignment at any time.

ARTICLE 7 – HOURS OF WORK, OCCASIONAL ABSENCES, WEEKEND AND HOLIDAY WORK, AND INCLEMENT WEATHER

7.1 As attorneys, Assistant City Prosecutors are exempt from the federal Fair Labor Standards Act (FLSA) and the Washington Minimum Wage Act. It is anticipated that employees will frequently find it necessary to work in excess of forty (40) hours per week. Employees shall fulfill their professional responsibilities with no expectation of overtime compensation and are allowed discretion in structuring their workday to ensure that they can fulfill those responsibilities.

7.2 **Occasional Absences of Less than Four Hours:**

A. Employees are not required to use paid leave for occasional absences of four (4) hours or less during a workday and shall be paid their regular salary despite such absence.

B. Employees must notify their supervisor in advance of such absences and must schedule such absence to cause the least impact on the department and the employee's ability to produce their expected work outcomes.

C. In order to meet the needs of the department, employee work outcomes, or where such absences are no longer deemed occasional, employees may be denied permission for such absence or required to reschedule the absence at the discretion of their supervisor.

7.3 **Weekend and Holiday Court Calendars:**

A. The process for the selection by bargaining unit members of the dates they will provide coverage for weekend and holiday Court calendars shall be addressed by the Parties in a Memorandum of Agreement (Agreement) signed by the City Attorney or designee and a designated official of the Union. Such Agreement must be read in conjunction and administered consistent with the provisions of this Article.

B. Weekend Court Calendars: Except for employees assigned to work weekend Court calendars as a part of their regular work schedule or alternative work arrangement (AWA), any employee who works a weekend Court calendar and who has not otherwise adjusted their work hours in that pay period shall receive eight (8) hours of compensatory time for work performed on duties directly related to that specific weekend Court calendar.

C. Holiday Court Calendars: Employees assigned to work a holiday Court calendar shall receive twelve (12) hours of compensatory time for work performed on duties directly related to that specific holiday Court calendar,

D. Weekend Meetings: Except for employees whose regular work schedule includes a weekend day, employees required to attend a weekend meeting not related to their normal ongoing duties (e.g., a staff retreat), are eligible to receive eight (8) hours of compensatory time at the discretion of the Criminal Division Chief.

E. Compensatory time may be accumulated to a maximum of forty (40) hours and in no event shall an employee's total accumulation of compensatory time exceed forty (40) hours except at the discretion of the City Attorney or designee.

F. Except at the discretion of the City Attorney or designee as provided in section 7.3.E, when an employee who has reached the maximum accumulation of compensatory time is required or volunteers to work a weekend or holiday Court calendar, that employee shall receive no additional compensatory time, or shall only be eligible to receive the difference between the employee's current balance and the forty (40) hour maximum.

G. Compensatory time earned for working weekend or holiday Court calendars is not compensation for additional hours worked. Article 7.3 provides a method for employees to document such time worked so that employees may request time off later in exchange for having worked a weekend day or a holiday, and for the department to track such time earned and used. Such compensatory time earned shall have no cash or monetary value and shall not be cashed out under any circumstance.

H. Employees must use the City's Employee Self-Serve timekeeping system and the appropriate codes within the system to report compensatory time earned and used.

I. Absences for which an employee intends to request compensatory time shall be subject to the department's normal requesting and approval requirements consistent with all categories of leave.

J. Compensatory time may be used in lieu of sick leave at the discretion of the City Attorney or designee. Employees may be required to provide certification from a health care provider that an absence of more than three (3) continuous days for which compensatory time in lieu of sick leave is requested, was due to a health-related reason.

7.4 **Inclement Weather:** The discretion employees are allowed to structure their workdays in order to fulfill their professional responsibilities includes during inclement weather. Employees should use their own good judgment in the event of heavy snowfall or ice conditions. Except for sick leave, employees may request paid leave for absences due to inclement weather.

7.5 **Emergency Leave:** One (1) day or a portion thereof per Agreement year without loss of pay may be taken off subject to approval of the City Attorney or designee when it is necessary that the employee be immediately off work to attend to one of the following situations, either of which necessitates immediate action on the part of the employee:

A. The employee's spouse, domestic partner, child, parents, or grandparents has unexpectedly become seriously ill or has had a serious accident; or

B. An unforeseen occurrence with respect to the employee's household (e.g., fire, flood or ongoing loss of power). "Household" shall be defined as the physical aspects, including pets, of the employee's residence or vehicle.

C. The emergency leave benefit must also be available to the employee in the event of inclement weather or natural disaster within the City limits or within the city or county in which the member resides that makes it impossible or unsafe for the employee to physically commute to their normal work site at the start of their normal shift.

D. A "day" of emergency leave may be used for separate incidents in one-hour increments. The total hours compensated under this provision, however, shall not exceed eight (8) hours in a contract year.

7.6 **Alternative Work Arrangement**s: Employees may apply for and management may approve alternative work schedules

7.7 **Telecommuting:**

Telecommuting is an arrangement in which an employee's job duties may be performed at an alternative worksite, such as the employee's residence or a satellite office located closer to the employee's residence than the primary worksite where the employee is regularly assigned.

Nothing in this Article abridges the Employer's rights enumerated within this Agreement.

Telework is recognized by the City and its employees as a practical, feasible and durable work alternative when it benefits the City of Seattle in one (1) or more of the following ways:

A. Maintains and enhances the delivery and resilience of City services;
B. Improves employee effectiveness, productivity and morale;
C. Maximizes utilization of City of Seattle office facilities;
D. Reduces absenteeism;
E. Promotes employee health and wellness, including ergonomic health;
F. Improves employee recruitment and retention;
G. Improves air quality and reduce traffic congestion;

H. Enhances the working life and opportunities of persons with disabilities; and
I. Other reasons as defined by the appointing authority.

Telecommuting Agreement: Telecommuting is encouraged but not mandated for employees, including temporary employees. Each bargaining unit member will have the opportunity to request a telecommuting agreement. The bargaining unit member must submit the request in writing to the City.

The City and the bargaining unit member will evaluate the feasibility of a request through an interactive process consistent with Personnel Rule 9.2 - Telecommuting. The City will consider all information provided by the bargaining unit member, including but not limited to health and safety, childcare, elder care and other family care, equity and transportation needs when making a decision on whether to grant a request.

When reporting to a primary worksite is required by an "in-office" weekly minimum policy, four hours work shall constitute an "in office" shift and the minimums may be met based on an average within a pay period. "In office" will include field work such as, but not limited to, inspections, public meetings, trainings, events and work at City designated facilities, provided the employee is in paid status and performing work on behalf of the City.

The employee shall report to the employing unit's primary worksite for public-facing services when so directed.

The employee shall take reasonable precautions to protect City owned equipment, if any, from theft, damage, or misuse. It remains the employer's responsibility to insure equipment used for approved telecommuting purposes.

The decision whether or not to grant a telecommuting agreement must be in writing and must include the reason(s) for the denial or approval, and provided to the employee.

Supervisors will add information about telecommuting agreement eligibility to position descriptions and job postings.

Working relationship between supervisor and employee, negative performance reviews and/or employee disciplinary history unrelated to telecommuting may not be considered as the sole basis for denial of a telecommuting agreement request unless the City has documented a nexus between the performance/discipline and the remote work request.

Denied telecommuting agreement requests will be reported to the Union. The bargaining unit member will have the opportunity to request a reconsideration of a denial to the Appointing Authority or designee.

Changes to Agreed Telecommuting Agreements: Employees approved for telecommuting acknowledge and recognize that business and/or employee needs arise that may necessitate a temporary deviation from an approved telecommuting agreement. The City or employee shall provide as much advance notice as possible. Alternative deviations may be considered and such deviations, whenever possible, should be infrequent.

The terms and conditions of individual telecommuting agreements shall be set forth in completed and signed remote work agreements with a copy provided to the Union.

The City or the bargaining unit member may terminate a telecommuting agreement, in writing, with a minimum advance notice of thirty (30) calendar days. When the City terminates a telecommuting agreement, the employee must receive written notification stating the reason(s) for the termination. Upon receiving written notification of termination, the employee may appeal the termination of the schedule to the department head. The employee may have union representation during an appeal meeting

ARTICLE 8 – HOLIDAYS

8.1 The City observes twelve (12) official holidays and up to (4) four personal holidays. The following days or days in lieu thereof shall be recognized as paid holidays.

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Indigenous Peoples' Day	2nd Monday in October
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	4th Friday in November
Christmas Day	December 25th
Two Personal Holidays	0-9 years of service
Four Personal Holidays	After completion of 18,720 regular hours

8.2 When an official holiday falls on a Sunday, the following Monday shall be observed as the holiday. When an official holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

8.3 Employees who have completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status on or before December 31st of the current year, shall receive two (2) additional personal holidays for a total of four (4) personal holidays to be added to their leave balance on the pay date of the first full pay period in January of the following year.

8.4 Personal holidays shall be used in eight (8) hour increments or a pro-rated increment for part-time employees.

8.5 Personal holidays have no cash value and cannot be cashed out or carried over from year to year.

ARTICLE 9 – VACATION, EXECUTIVE, MERIT, MILITARY, AND SABBATICAL LEAVE, AND UNPAID LEAVE OF ABSENCE

9.1 **Vacation Leave:** For eligible employees, vacation leave shall accumulate at the rate shown in section 9.3 for each hour on regular pay status as shown on the payroll not to exceed eighty (80) hours per pay period.

9.2 "Regular pay status" is defined as regular straight-time hours of work in addition to any paid time off such as vacation leave, sick leave, holiday time off, and any unpaid leave that the employee may be entitled to pursuant to applicable federal or state law. At the discretion of the City, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of computing vacation leave accrual rates.

9.3 Vacation accrual rates shall be as set forth in Table 1. Table 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Table 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

9.4 Prior to sixty calendar days after full ratification of this contract, the tables below will remain in effect:

TABLE 1

ACCRUAL RATE

Hours On Regular Pay Status (RPS)	Vacation Earned Per RPS Hour
0 through 8320	0.0460
8321 through 18,720	0.0577
18,721 through 29,120	0.0615
29,121 through 39,520	0.0692
39,521 through 41,600	0.0769
41,601 through 43,680	0.0807
43,681 through 45,760	0.0846
45,761 through 47,840	0.0885
47,841 through 49,920	0.0923
49,921 through 52,000	0.0961
52,001 through 54,080	0.1000
54,081 through 56,160	0.1038
56,161 through 58,240	0.1076
58,241 through 60,320	0.1115
60,321 and over	0.1153

TABLE 2

RATE-EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEES

Years Of Service	Days	Hours
0 through 4	12	96
5 through 9	15	120
10 through 14	16	128
15 through 19	18	144
20	20	160
21	21	168
22	22	176
23	23	184
24	24	192
25	25	200
26	26	208
27	27	216
28	28	224
29	29	232
30	30	240

TABLE 3

MAXIMUM VACATION BALANCE PER YEARS OF SERVICE

Years Of Service	Hours
0 through 4	192
5 through 9	240
10 through 14	256
15 through 19	288
20	320
21	336
22	352
23	368
24	384
25	400
26	416
27	432
28	448
29	464
30	480

Effective sixty (60) calendar days after full ratification of this replacement contract, the above tables shall be superseded and replaced with the following vacation accrual table:

Accrual Years/Hours	Vacation Days	Hours per Year	Maximum Hours
Year 0-3 / 0-6,240	12	96	192
Year 4-7 / 6,241-14,560	16	128	256
Year 8-13 / 14,561-27,040	20	160	320
Year 14-18 / 27,041-37,440	23	184	368
Year 19 / 37,440 -39,520	24	192	384
Year 20 / 39,521-41,600	25	200	400
Year 21 / 41,601 – 43,680	26	208	416
Year 22 / 43,681 – 45,760	27	216	432
Year 23 / 45,761 – 47,840	28	224	448
Year 24 / 47,841 – 49,920	29	232	464
Year 25+ - 49,921+	30	240	480

9.5 An employee who is eligible for vacation benefits shall accrue vacation leave from the date of entering City service or the date upon which the employee became eligible and may accumulate a vacation leave balance that shall never exceed at any time two (2) times the number of annual vacation leave hours for which the employee is currently eligible. Accrual and accumulation of vacation leave shall cease at the time an employee's vacation leave balance reaches the maximum balance allowed and shall not resume until the employee's vacation leave balance is below the maximum allowed.

9.6 With department approval, employees may use accumulated vacation leave. There is no requirement for employees to complete a threshold number of hours on regular pay status prior to using vacation time..

9.7 In the event an employee's scheduled and approved vacation leave is cancelled, leaving no time to reschedule the vacation leave before the employee's maximum balance is reached, the employee's vacation leave balance will be permitted to exceed the allowable maximum for up to three (3) months for the sole purpose of rescheduling the employee's vacation leave. Such extension of the allowable maximum must be approved by both the City Attorney or designee and the Seattle Human Resources Director. In such cases, the City Attorney or designee shall provide the Seattle Human Resources Director with the circumstances and reasons leading to the need for the extension. Approval shall not be unreasonably denied provided the vacation leave could be taken within the three (3) month period. No extension of the three (3) month period will be allowed.

9.8 The minimum increment in which vacation leave may be taken is one (1) hour.

9.9 An employee who leaves City service for any reason shall be paid in a lump sum

for any unused vacation leave the employee has accrued and not used.

9.10 Upon the death of an employee who is in active service with the City, the employee's unused, accrued vacation balance that existed at the time of death shall be paid in a lump sum to the employee's designated beneficiary(ies) or the employee's estate.

9.11 Supervisors shall arrange vacation leave for employees on such schedules as will least interfere with the functions of the department, but which accommodate the desires of employees to the greatest degree possible in light of the department's staffing needs.

9.12 If an employee is injured or is taken ill while on paid vacation or compensatory time off, the employee shall notify their department on the first day of disability that they will be using paid sick leave. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented for absences greater than three (3) continuous days.

9.13 Where an employee has exhausted their sick leave balance, the employee may use vacation leave for further leave for medical reasons subject to verification by the employee's medical care provider for absences of more than three (3) continuous days.

9.14 **Executive Leave:**

A. Full-time employees shall receive thirty-two (32) hours of paid executive leave annually. Part-time employees shall receive executive leave proportionate to their part-time status annually. For example, a 75% employee shall receive 75% of thirty-two hours, or twenty-four (24) hours annually.

B. Executive leave is prorated for employees who become eligible following the first full pay period in January at the rate of one (1) day of executive leave for each calendar quarter the employee is employed during the first full pay period of the quarter.

C. Full time employees must use executive leave in increments of eight (8) hours. Part-time employees must use executive leave in increments equivalent to the length of their normal workday.

D. Executive leave has no cash value and cannot be cashed out or carried over from year to year.

9.15 **Merit Leave:**

A. The City Attorney or designee may annually award full-time employees a maximum of forty-eight (48) hours of paid merit leave in recognition of exceptional job performance.

B. The City Attorney or designee may annually award part-time employees paid merit leave proportionate to their part-time status in recognition of exceptional job performance. For example, a 75% employee may receive up to 75% of forty-eight (48) hours, or thirty-six (36) hours annually.

C. Full-time employees may be awarded up to forty-eight (48) hours of merit leave regardless of their length of service in a given year. Part-time employees may be granted up to their prorated maximum regardless of their length of service in a given year.

D. Merit leave is awarded in December in recognition of the current year's performance. Employees may use the current year's award beginning in January of the year following the year of the award.

E. Full-time employees must use merit leave in increments of eight (8) hours. Part-time employees must use merit leave in increments equivalent to the length of their normal workday.

F. Merit leave has no cash value and cannot be cashed out or carried over from year to year.

G. Employees who have been suspended shall not be eligible for merit leave for the year in which the suspension occurred.

9.16 **Military Leave:** Military leave shall be granted as provided in RCW 38.40.060, or other applicable law, for periods of active duty or active training duty, including weekend drills, not exceeding a total of twenty-one (21) workdays during each year beginning October 1st and ending the following September 30th, provided the request for such leave is in writing and accompanied by a validated copy of military orders. Employees entering military service for more than twenty-one (21) days, who have requested leave as prescribed above, shall be granted leave as provided by applicable state and federal statutes. Such leave will be in addition to any vacation leave to which an employee might otherwise be entitled.

9.17 **Pay for Deployed Military:**

A. An employee in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as a City employee shall receive the difference between one hundred percent (100%) of their City base pay and their military pay (plus adjustments). City base pay shall include every part of wages except overtime.

B. An employee who is ordered to active military duty by the United States government and who has exhausted their annual paid military leave benefit and is on unpaid military leave of absence shall be eligible to retain the medical,

dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

9.18 **Sabbatical Leave:** Regular employees covered by this Agreement shall be eligible for sabbatical leave as provided in Personnel Rule 7.4.

9.19 **Unpaid Leave of Absence:** Except for family and medical leave (FMLA) granted pursuant to federal, state or local law or as otherwise provided by applicable law, unpaid leave requested for personal or medical reasons shall be administered as follows:

A. Employees may request an unpaid leave of absence for personal or medical reasons by submitting a written request to their supervisor. If denied, the reason(s) shall be provided to the employee in writing.

B. An employee granted an unpaid medical leave of absence for medical reasons for which the employee is not receiving workers' compensation benefits shall be required to exhaust any unused sick leave the employee has previously accrued before beginning such a leave.

C. With the approval of the City Attorney or designee, an employee granted an unpaid personal leave of absence need not exhaust any unused vacation leave before beginning an unpaid leave of absence. The City Attorney or designee may, however, deny the use of vacation leave requested for medical or health reasons.

D. All terms and conditions of an unpaid leave of absence including whether the employee's position will be held for the employee's return shall be established in writing by the City Attorney or designee before the commencement of the leave.

9.20 **Reinstatement:** Except as provided in this Agreement, an employee shall have no greater right to reinstatement or other benefits and conditions of employment than if the they had been continuously employed during the leave period.

9.21 **Paid Parental Leave:** Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, "Paid Parental Leave," may take leave for bonding with their new child.

ARTICLE 10 – HEALTH CARE, LIFE INSURANCE, LONG TERM DISABILITY, FLEXIBLE SPENDING ACCOUNTS, AND HEALTH AND SAFETY

10.1 **Medical, Dental, and Vision Care Programs:** Effective January 1, 2023, the City shall provide medical, dental, and vision plans (with Kaiser Standard, Kaiser Deductible, Aetna Traditional, Aetna Preventive, and Delta Dental Service of Washington as self-insured plans, and Dental Health Services, and Vision Services Plan for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. For the term of this agreement the selection, addition and/or elimination of medical, dental, and vision benefit plans, and changes to such plans including, but not limited to, changes in benefit levels, co-pays and premiums, shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

10.2 **Premium Cost Sharing:** For calendar years 2023 through 2026, the City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.

10.3 **Eligibility:** An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 10.1 or similar programs as determined by the Labor-Management Health Care Committee.

10.4 **Retiree Health Care:** Employees under the age of 65 who retire from City service shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.

10.5 **Life Insurance:** The City shall offer a voluntary Group Term Life Basic Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium refunds received by the City from the voluntary Group Term Life Basic Insurance option shall be administered as follows:

A. During the term of this Agreement future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of the employees participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employees' share of the monthly premiums or for life insurance purposes otherwise negotiated.

B. Whenever the Group Term Life Insurance Fund contains substantial rebate monies earmarked pursuant to this section to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact.

C. The City may offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.

10.6 **Long-Term Disability:** The City will provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The City will pay the full monthly premium cost of a Base Plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first six hundred sixty-seven dollars ($667.00) base monthly wage. Employees may purchase through payroll deduction an optional Buy-Up Plan with a ninety (90) day elimination period, which insures sixty percent (60%) for the remainder of the employee's base monthly wage up to a maximum eight thousand three hundred thirty-three dollars ($8,333.00) per month. Benefits may be reduced by the employee's income from other sources as set forth in the Plan Description. The provisions of the plan shall be further and more fully defined in the Plan Description issued by the Standard Insurance Company.

A. During the term of this Agreement, the City may, at its discretion, change or eliminate the insurance carrier for any of the long-term disability benefits covered by this section and provide an alternative plan through either self-insurance or another insurance carrier. However, the long-term disability benefit level shall remain substantially the same.

B. The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2023 for the Base Plan, but not to exceed the maximum limitation on the City's premium obligation per calendar year as set forth within this section.

10.7 **Long-term Care:** The City may offer an option for employees to purchase a group long-term care insurance benefit for themselves and certain family members, provided it is available in the insurance market.

10.8 **State, and/or Federal Legislation:** If state and/or federal health care legislation is enacted, the Parties agree to negotiate the impact of such legislation. The Parties agree that the intent of this Agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.

10.9 **Flexible Spending Accounts:** The City will continue to provide Health Care and Dependent Care Flexible Spending Accounts to the extent permitted and allowed by City and IRS rules and regulations, and as specified by City and IRS rules and regulations.

10.10 **Labor-Management Health Care Committee:** A Labor-Management Health Care Committee was established and became effective January 1, 2001, by the Parties. This Committee is responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall operate and exercise its appropriate decision-making authorities consistent with said Memorandum of Agreement and decide whether to administer other City-provided insurance benefits.

10.11 **Health and Safety:**

Safety Committees:

The Union shall be notified in advance and included in any processes that are used by the CAO to determine employee membership on Safety Committees. Union notification and engagement protocols will be facilitated through the labor management committee.

Citywide Health and Safety Committee:

The Employer and the Coalition of City Unions ("CCU") shall form a City-wide health and safety committee. CCU member unions shall appoint no more than ten (10) members of the committee. The Employer shall appoint a maximum of 10 members to the committee. The committee shall convene at least quarterly. The Parties may meet more frequently by mutual agreement.

Departmental Health and Safety Committee:

Each City department will form joint safety committees in accordance with WISHA requirements at each permanent work location where there are eleven (11) or more employees. Where there is need, safety committees may also be formed at division levels, and/or unit levels, however these shall not replace the departmental safety committee.

When setting up safety committee elections, a department will notify the unions represented at that location and the union shall have 14 days to provide the City with a list of union appointed members proportionate to their representation at the location. Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the appropriate Appointing Authority for review and action, as necessary. The Appointing Authority or designee will report follow-up action/information to the Safety Committee.

Employee Workplace Safety:

The City shall make reasonable efforts to provide an environment free from violence, harassment and other hazardous conditions When the Union or employee(s) report a hazardous condition in the City operated workplace, the City shall conduct a risk assessment to identify potential hazards and make efforts to mitigate any findings. Both the risk assessment and mitigation plan will be shared with the impacted labor Unions.

Recognizing the health and safety impacts of climate change to workers and the community, City Departments shall follow OSHA/WISHA guidelines and recommendations in order to create written worksite safety plans to prevent heat-related illness and ensure emergency preparedness for employees in the event of extreme outdoor heat.

Ergonomic Assessments:

At the request of an employee, the Employer will ensure that an ergonomic assessment of the employee's workplace is completed in City facilities. Solutions to identified issues/concerns will be implemented within available resources.

Air Quality Assessments:

Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with the safety committee section above.

Pandemic Health and Safety:

The City will follow guidelines as set by the CDC and local Public Health entities with regard to any pandemic or disease outbreak.

ARTICLE 11 – SICK LEAVE, SICK LEAVE CASH OUT, PAID FAMILY MEDICAL LEAVE, VEBA, AND BEREAVEMENT LEAVE

11.1 **Sick Leave:** Sick leave shall be defined as paid time off from work for a qualifying reason under Article 11.4 of this agreement. Employees shall accumulate sick leave credit at the rate of 0.046 hours for each hour on regular pay status as shown on the payroll, not to exceed eighty (80) hours per pay period. If an employee's overall accrual rate falls below the accrual rate required by Chapter 14.16 (Paid Sick and Safe Time), the employee shall be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of SMC 14.16.

11.1.1 New employees entering City service shall not be entitled to use sick leave with pay during the first thirty (30) days of employment but shall accrue sick leave credits during such thirty (30) day period.

11.2 "Regular pay status" is defined as regular straight-time hours of work in addition to any paid time off such as vacation leave, sick leave, holiday time off, and any unpaid leave that the employee may be entitled to pursuant to applicable federal, state or local law.

11.3 An employee who is eligible for sick leave benefits shall accrue sick leave from the date of entering City service or the date upon which the employee became eligible but shall not be entitled to use sick leave with pay during the first thirty (30) days of employment. Employees may accumulate an unlimited amount of sick leave.

11.4 Employees are authorized to use paid sick leave for hours the employee was scheduled to have worked for the following reasons:

A. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventive care; or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or

B. To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code Chapter 4.24.005 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or

C. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such reason, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210.

D. Absences that qualify for leave under the Domestic Violence Leave Act, Chapter 49.76 RCW.

E. The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or

F. The non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for purposes of adoption, including any time away from work prior to or following placement of the child to satisfy legal or regulatory requirements for the adoption.

G. Sick leave used for the purposes contemplated by Article 11.4.E and F., must end before the first anniversary of the child's birth or placement.

H. Abuse of paid sick leave or use of paid sick leave not for an authorized purpose may result in denial of sick leave payment and/or discipline up to and including dismissal.

I. Upon retirement, a portion of an employee's unused sick leave accruals will be directed in accordance with the VEBA provisions set forth in Section 11.5 of this Article.

11.5 Regular or benefits eligible temporary employees who are reinstated or rehired within twelve (12) months of separation in the same or another department after any separation, including dismissal for cause, resignation, or quitting, shall have unused accrued sick leave reinstated as required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210.11.6. In order to receive paid sick leave for reasons provided in Article 11.1.A – 11.1.D, an employee shall be required to provide verification that the employee's use of paid sick leave was for an authorized purpose, consistent with SMC 14.16 and other applicable laws such as RCW 49.46.210. However, an employee shall not be required to provide verification for absences of less than four consecutive days.

11.6 **Sick Leave Donation and SPFML Top-Up**:

SMC 4.29, Paid Family Care Leave, which includes "Bea's Law" is here by incorporated by reference into this Agreement.

11.6.1 **Shared Sick Leave Pool**:

The City will standardized the current sick leave transfer ("donation") program across all City departments through the following actions:

- Standardization of:
  - Forms
  - Processing templates
  - FAQs
  - Interdepartmental donation of sick leave

- Anonymizing sick leave requests for potential recipients
- Anonymizing sick leave donations from contributors

The intent of the program is to create a mandatory and uniform system that will function across departments as the established protocol for all sick leave donation requests and donations. The City agrees to perform this standardization using a Labor-Management Committee ("LMC") meeting, which will work in consultation with appropriate subject matter experts ("SMEs"), including but not limited to Seattle Human Resources, FAS Citywide Payroll and Business Systems, ITD HRIS and Race and Social Justice SMEs. The City further agrees to convene the LMC no later than 90 days from execution of this Agreement and to meet no less than monthly on the standardization process beginning in the month following the initial convening of the LMC.

11.6.2 **SPFML Top-Up**:

Employees receiving SPFML may use any of their accrued paid and/or granted leave ("leave") to supplement the SPFML benefit payment, up to 100% of their weekly salary paid by the City of Seattle. The use of such leave to augment the SPFML benefit shall be called "supplemental leave pay." Use of Leave by an employee to supplement SPFML is strictly voluntary. The City cannot require an employee to use accrued Leave to supplement SPFML benefits.

Supplemental Leave Pay Utilization Process:

A. Leave for the purposes of this proposal, is defined as all accrued and/or granted leave as set forth and defined in the City of Seattle Municipal Code Title 4 (Personnel) Sections 4.24 through 4.34 (vacation, sick leave, floating, merit, comp time, executive, etc.).

B. Supplemental leave pay may be accessed starting the first pay period after the City has received the final SPFML claim determination notice from the Washington State Employment Security Department ("ESD").

C. Supplemental Leave Supplemental leave can be used by employees based on the date range signified in the SPFML eligibility letter. For instances in which that date has passed, employees can submit time sheet correction requests to add the use of supplemental leave, as defined above. No time sheet corrections or reactivity shall be applied to any date or SPFML prior to the execution of this Agreement.

D. The use of supplemental leave to "top-up" an employee's SPFML benefit shall not exceed the amount of accrued and/or granted leave the employee has available in their balances.

E. The use of accrued and/or granted paid leave to supplement the SPFML benefit will be available in 15 minute increments, except for when the accrued

and/or granted paid Leave the employee requests to be used to supplement the SPFML must be used in full day increments as specified by a given collective bargaining agreement or by City code or Personnel rules (e.g. personal holidays), and then shall be only available in full-day increments.

F. An employee must have already accrued the paid/granted leave they seek to use for the pay period in which they seek to use it.

G. It is the employee's responsibility for determining whether they have the accrued and/or granted leave they seek to use in a given pay period to supplement the SPFML.

11.7 **Rate of Pay for Sick Leave Used:** An employee who uses paid sick leave shall be compensated at the straight time rate of pay as required by SMC 14.16, and other applicable laws, such as RCW 49.46.210.

11.8 **Retirement VEBA:** The Union will conduct a vote to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) to provide post-retirement medical expense benefits to members who retire from City service.

11.8.1 **Contributions from Unused Paid Time off at Retirement**

A. Eligibility-to-Retire Requirements:

1. 5 – 9 years of service and are age 62 or older
2. 10 – 19 years of service and are age 57 or older
3. 20 – 29 years of service and are age 52 or older
4. 30 years of service and are any age

B. The City will provide the Union with a list of its members who are expected to meet any of the criteria in paragraph A above as of December 31, 2026.

C. If the members of the bargaining unit who have met the criteria described in paragraph A above vote to require VEBA contributions from unused paid time off, then all members of the bargaining unit who are eligible to retire and those who become eligible during the life cycle of this contract shall, as elected by the voting members of the bargaining unit:

1. Contribute 35% of their unused sick leave balance into the VEBA upon retirement; or
2. Contribute 50% of their unused vacation leave balance into the VEBA upon retirement; or
3. Contribute both 35% of their unused sick leave balance and 50% of their unused vacation leave balance upon retirement.

D. If the members of the bargaining unit who have satisfied the eligibility-to-retire requirements described in paragraph A above as of December 31, 2026, do not vote to require VEBA contributions from unused sick leave, members may either:

1. Transfer 35% of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan, subject to the terms of the Plan and applicable law; or

2. Cash out their unused sick leave balance at 25% to be paid on their final paycheck.

In either case, the remaining balance of the member's unused sick leave will be forfeited.

11.8.2 **Active VEBA:**

11.8.2.1 **Contributions from Employee Wages (all regular employees who are part of the bargaining unit)**

A. The Union will conduct a vote for all regular employees, as defined in the City's employer personnel manual, to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) for active employees to participate in an Active VEBA. Once they begin participating in the VEBA, employees may file claims for eligible expenses as provide under the terms of the VEBA.

B. If the bargaining unit votes to require VEBA contributions from employee wages, then all members of the bargaining unit shall, as elected by the bargaining unit as to all of its members, make a mandatory employee contribution of one of the amounts listed below into the VEBA while employed by the City:

1. $25 per month, or
2. $50 per month.

11.8.2.2 **Allocation of Responsibility:** The City assumes no responsibility for the tax consequences of any VEBA contributions made by or on behalf of any member. Each union that elects to require VEBA contributions for the benefit of its members assumes sole responsibility for insuring that the VEBA complies with all applicable laws, including, without limitation, the Internal Revenue Code, and agrees to indemnify and hold the City harmless for any taxes, penalties and any other costs and expenses resulting from such contributions

11.9 **Sabbatical Leave and VEBA:** Employees who accept the VEBA **and** who meet the eligible-to-retire criteria are not eligible to cash out their sick leave at 25% as a part of their sabbatical benefit. Employees who do not meet the eligible-to-retire criteria may cash out their sick leave at 25% in accordance with the sabbatical benefit.

11.10 **Bereavement Leave:**

All employees covered by this agreement are allowed forty (40) hours off without salary deduction for bereavement purposes in the event of the death of any relative. Bereavement leave may be used in full day increments or increments of one (1) hour, at the employee's discretion. Bereavement leave must be used within one (1) year; employees may submit for exceptions to this within thirty (30) days (requests that come in after the 30 days will be considered) of the death if they know they will need longer than one (1) year to use leave for that event. This benefit is prorated for less-than full-time employees.

For purposes of this Section, "relative" is defined as any person related to the employee by blood, marriage, adoption, fostering, guardianship, in loco parentis, or domestic partnership.

ARTICLE 12 – UNION PRIVILEGES

12.1 **Bulletin Board:** The Law Department agrees to provide suitable space for the Union on an office bulletin board accessible to employees covered by this Agreement. The Union may post on such board materials relevant to its business and activities including but not limited to notices of Union meetings, Union election returns, appointments to Union offices, and Union recreational or social activities. The Union will not post materials prohibited by SMC 4.16, the City of Seattle Ethics Code.

12.2 **New Employee Notice:** The City agrees to provide the Union with notice of hiring of any new, employees within five (5) working days of commencement of employment, and within fifteen (15) working days of receipt of a written request from the Union to provide lists of current Union positions.

12.3 Union members shall be provided the following:

A. **Email:** Union officers and members may make reasonable use of the City's electronic mail system to communicate regarding official Union business. Such communication shall comply with the policies of the Department of Information Technology and the City Attorney's Office regarding E-mail and Internet Use and Computer and Network Use.

B. **Negotiations:** Union negotiating team members may attend negotiation meetings during the workday with the understanding that they are salaried employees and may exercise reasonable discretion in the use of their time as long as they continue to meet expectations and standards regarding productivity and Court schedules. The City does not intend to compensate members for time spent in Union related activities.

C. **Labor-Management Committee Meetings:** Union members may attend labor-management committee meetings during the workday with the understanding that they are salaried employees and may exercise reasonable discretion in the use of their time as long as they continue to meet expectations and standards regarding productivity and Court schedules. The City does not intend to compensate members for time spent in Union -related activities.

12.4 **Grievance Resolution:** Designated Union representatives shall be permitted a reasonable amount of work time to conduct grievance resolution with the understanding that they are salaried employees and may exercise reasonable discretion in the use of their time as long as they continue to meet expectations and standards regarding productivity and Court schedules. Designated representatives of the Union shall have reasonable access to work areas and to the personnel records of members of the bargaining unit while in the process of investigating and resolving grievances subject to the provisions of the Public Records (RCW Ch. 42.56), the Public Employees Collective Bargaining Act, (RCW Ch. 41.56), and the Criminal Records Privacy Act, (RCW Ch. 10.97), and any other applicable laws.

12.5 Where allowable, the City may make available to the Union meeting space or rooms for the purpose of conducting Union business, where such activities would not interfere with the normal work of the office.

12.6 **Union Leave**:

Upon written request, a regular employee elected or appointed to a Union office that requires all of their time will be given a leave of absence without pay from work, not to exceed one (1) year, with approval of the appointing authority based on the business needs of the department. The appointing authority will respond to such requests in writing within fourteen (14) calendar days. Should the appointing authority reject a request for Union Leave, the written response will include an explanation of the business need for the denial. Requests for Union Leave will not be unreasonably denied.

Leave may not be approved for more than one (1) employee at a time per Department. To be eligible for union leave under this provision, the employee must not currently be serving a probation or trial service.

A regular employee designated by the Union to serve on official union business that requires a part of their time will be given a leave of absence without pay from work, provided it can be done without detriment to City services and at least forty-eight (48) hours written notice is given to the Director. The employee will not suffer a loss of bargaining unit seniority rights and will accumulate the same during such leave.

The Parties agree that at the City's sole discretion, the leave may be terminated in the event of layoff. The City will provide one month notice before recalling an employee. The Parties further agree that the City may at its sole discretion hire term limited temporary employees to backfill for the absent employee.

ARTICLE 13 – BENEFITS AND RESPONSIBILITY

13.1 **Bar Dues:** For each employee the City will pay dues for the Washington State Bar Association and, if requested by the employee, one (1) section of the Washington State Bar Association and the Washington State Association of Municipal Attorneys.

13.2 **Training Funds:** Law Department funds that are budgeted for training will be made available to employees at the discretion of the City Attorney or designee, provided that the City Attorney or designee may reapportion such funds to address special training needs or opportunities that may arise.

13.3 **Court Sanctions, Bar Complaints and Arrests:**

A. The City will pay any sanctions, terms, or fines levied by any court against employees for acts or omissions committed by them in good faith and within the course and scope of their official duties. At the discretion of the City Attorney or designee, legal representation may be provided by internal or outside counsel.

B. Employees shall notify the Criminal Division Chief within one (1) business day of any arrest or of receiving a motion or other request for court sanctions or a Bar complaint being levied against them.

13.4 **Ethics and Elections Commission:** Nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics, including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement, and, as such, are not subject to the Grievance Procedure contained within this Agreement. Records of any fines imposed, or monetary settlements shall not be included in the employee's personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court.

13.5 The City and the Union expressly acknowledge and recognize the unique status of Assistant City Prosecutors as lawyers and officers of the court. As such, employees will be and remain members in good standing of the Washington State Bar Association and will otherwise at all times comport themselves in conformity with their oath-based obligations and responsibilities, including those imposed by the Rules of Professional Conduct. Nothing in this Agreement will be construed so as to interfere with, inhibit, or otherwise affect the obligations and responsibilities of Assistant City Prosecutors as lawyers.

13.6 Nothing in this Agreement is intended to limit or alter the obligations of employees under the Washington Rules of Professional Conduct for attorneys, the Seattle Municipal Code including SMC 3.10 related to ethics and elections, or any other law, ordinance, or regulations that would otherwise apply to the employees. The Union acknowledges that agencies and organizations other than the Law Department may impose fines, sanctions, or other obligations upon employees. Employees agree to comply with all final orders of such organizations.

ARTICLE 14 – REDUCTION IN FORCE AND REAPPOINTMENT

14.1 Reduction(s) in the work force for lack of funds, lack of work, or reorganization of the office are a management prerogative and within the sole discretion of the City Attorney or designee and shall not be subject to the grievance and arbitration procedure of this Agreement. If a reduction in force is to occur, the City agrees to meet with the Union to discuss the reductions(s) as soon as reasonably possible.

14.2 The City Attorney or designee shall normally provide written notice to employees who are to be reduced at least eight (8) weeks prior to the effective date of the reduction. If the employee is eligible for rehire, he/she will be told in writing. It will be the employee's responsibility to contact the department regarding future hiring needs. The fact that an employee is eligible for rehire does not constitute a guarantee that the employee will be rehired if there is an opening.

14.3 Employees whose separation from employment was for the reasons specified in 14.1; who were notified in writing that they are eligible for rehire; and who apply for rehire either within two (2) years of the date of separation or before the expiration of this Agreement, whichever occurs first, shall be considered for rehire before consideration is given to hiring any external candidates.

14.4 An employee who is reduced in force and subsequently rehired by the Law Department within two (2) years of the reduction shall have all sick leave accrued at the time of such reduction restored and shall begin accruing vacation leave benefits at the same rate as when the reduction occurred; additionally, the employee's service date shall reflect the full amount of service in the Law Department from the time of original regular appointment to the time of reduction.

14.5 **Reappointment:** Following an election or reelection, the City Attorney/City Attorney-elect, or designee shall normally provide written notice to employees who will not be reappointed to a position in the Law Department at least two (2) weeks prior to the anticipated end date of the employee's employment. A decision to not reappoint an employee shall be regarded as a non-disciplinary separation.

14.6 Nothing in this Article is intended to limit or modify an employee's status as an at-will employee of the Law Department.

ARTICLE 15 – GRIEVANCE PROCEDURE

15.1 Any dispute between the City and the Union or between the City and any employee concerning the interpretation, application, claim of breach, or violation of the express terms of this Agreement shall be deemed a grievance, provided that such claims regarding the Nondiscrimination Statement shall not be subject to the Grievance and Arbitration procedure detailed herein.

15.2 Every effort will be made to settle grievances at the lowest possible level of supervision with the understanding that grievances will be filed at the Step in which there is authority to adjudicate, provided the Chief of the Criminal Division and the City Attorney are notified. The City will not impede, restrain, interfere with, coerce, discriminate, or take actions of reprisal against a Union member who seeks adjudication of a grievance.

15.3 Grievances processed through Step 2 of the grievance procedure will be heard during normal City work hours unless stipulated otherwise by the Parties. Employees involved in such grievance meetings during their normal City work hours will be allowed to do so without suffering a loss in pay and shall have the right to have a Union Representative present at any meeting. Excluding legal counsel and the grievant, no more than one (1) Union representative may attend the grievance meeting except with the agreement of the City's representative convening the meeting.

15.4 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate. Parties by mutual agreement in writing. Failure by an employee and/or the Union to comply with any time limitation of the procedure in this Article will constitute withdrawal of the grievance. Failure by the City to comply with any time limitation of the procedure in this Article will allow the employee and/or the Union to proceed to the next Step without waiting for the City to reply at the previous Step, except that individual employees may not process a grievance beyond Step 2 as such decision is reserved exclusively for the Union.

15.5 Employees may submit a grievance in accordance with this Article and have such grievance adjusted without the intervention of the Union provided such adjustment is consistent with the terms and conditions of this Agreement and the Union has been given reasonable opportunity to be present at any meeting called for the resolution of the grievance. Nothing in this section shall be construed so as to grant individual employees the right to proceed to arbitration.

15.6 The following outline of procedure is written as for a grievance of the Union against the City, but it is understood the steps are similar for a grievance of the City against the Union.

Step 1: The grievance shall be submitted in writing by the aggrieved employee and/or the Union within twenty (20) business days of the alleged contract violation to the Chief of the Criminal Division with a copy to the City Attorney. The employee and/or the Union representative will identify in the written grievance the section(s) of the Agreement allegedly violated, the nature of the alleged violation, and the remedy sought. The Parties agree to make every effort to settle a grievance at this stage promptly. The Chief or supervisor may consult with such other persons as is necessary to resolve or respond to the grievance and may arrange for a grievance meeting with the employee and/or Union representative. If requested by a shop steward or union representative, the Parties will convene a meeting. The Chief of the Criminal Division will answer the grievance in writing within ten (10) business days of receipt of the grievance or of a grievance meeting.

Step 2: If the grievance is not resolved as provided in Step 1 above or if the grievance is initially submitted at Step 2 per section 15.2, the grievance shall be reduced to written form, which shall include the same information specified in Step 1 above. The grievance shall be forwarded within ten (10) business days after receipt of the Step 1 answer or if the grievance is initially submitted at Step 2, it shall be submitted within twenty (20) business days of the alleged contract violation. Said grievance shall be submitted by the employee and/or the Union to the City Director of Labor Relations with a copy to the City Attorney. The Director of Labor Relations or their designee shall investigate the grievance and convene a meeting between the appropriate parties. The Director of Labor Relations or their designee shall thereafter make a confidential recommendation to the City Attorney who will in turn give the employee and/or the Union a detailed answer in writing within twenty (20) working days after receipt of the grievance or the meeting between the parties.

Step 3: If the grievance is not settled at Step 2, either of the signatory Parties to this Agreement may submit the grievance to binding arbitration.

Within twenty (20) business days of the Union's receipt of the City's Step 2 response or the expiration of the City's time frame for responding at Step 2, the Union may file a Demand for Arbitration with the City's Director of Labor Relations with a copy to the City Attorney. Demands for Arbitration will be accompanied by the following information:

A. Identification of sections of the Agreement allegedly violated.

B. Nature of the alleged violation.

C. Remedy sought.

After the Demand for Arbitration is filed, the City and the Union will meet to select, by mutual agreement, an arbitrator to hear the Parties' dispute. In the event the Parties are unable to agree upon an arbitrator, then the arbitrator shall be selected by alternately striking names from a list of five (5) arbitrators supplied by the Federal Mediation and Conciliation Service or the Public Employee Relations Commission.

In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

A. The arbitrator will have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement; and their power shall be limited to the interpretation or application of the express terms of this Agreement; and all other matters will be excluded from arbitration, including those matters specifically excluded from this grievance and arbitration procedure.

B. The decision of the arbitrator will be final, conclusive, and binding upon the City, the Union, and the Employee(s) involved.

C. The cost of the arbitrator will be borne equally by the City and the Union, and each party will bear the cost of presenting its own case.

D. The arbitrator's decision shall be made in writing and shall be issued to the Parties within thirty (30) calendar days after the case is submitted to the arbitrator.

E. Any arbitrator selected under Step 3 of this Article will function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the Parties to this Agreement.

F. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.

15.7 **Mediation:** The Union or the City may at any time submit a written request for voluntary mediation assistance to the City Director of Labor Relations with a copy to the Office of the Employee Ombud (OEO) Coordinator except that a request for mediation shall not substitute for a timely grievance submittal or response. If the OEO Coordinator determines that the case is in line with the protocols and procedures of the OEO process including that the Parties voluntarily agree to participate in mediation, then, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, the OEO Coordinator or their designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the Parties. Other persons may attend with the permission of the mediator(s) and both Parties. If the Parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the Parties shall sign. An executed copy of the settlement agreement shall be provided to the Parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the Parties to any persons designated to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the Union, the City Director of Labor Relations, and the City Attorney shall be so informed by the OEO Coordinator. If the grievance is not resolved through mediation, the Parties shall resume the timeframes of the grievance procedure from the point at which mediation was requested.

15.8 **Office of the Employee Ombud (OEO):** The City and the Union encourage the use of the City's Alternative Dispute Resolution Program or other alternative dispute resolution (OEO) processes to resolve non-contractual workplace conflicts/disputes. Participation in the program or in an OEO process is entirely voluntary and confidential.

ARTICLE 16 – WORK STOPPAGES AND CITY PROTECTION

16.1 The City and the Union agree that the public interest requires efficient and uninterrupted performance of all services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, during the term of this Agreement the Union shall not cause or condone any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with the functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employees in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

16.2 Upon notification in writing by the City to the Union that any of its members are engaged in such a work stoppage, the Union shall immediately in writing order such members to immediately cease engaging in such work stoppage and provide the City with a copy of such order. In addition, if requested by the City, a responsible official of the Union shall publicly order such to cease engaging in a work stoppage.

ARTICLE 17 – PERSONNEL FILES

17.1 **Personnel Files:** The City will maintain personnel files for employees, which may include but are not limited to the following:

A. City File: Kept by the City of Seattle's Human Resources Department primarily containing transactional documents concerning the employee's hiring, classification, salary, benefits, etc.

B. Department File: Containing copies of the contents of the SDHR File, evaluations, commendations, disciplinary correspondence, and most other final documents pertaining to the employee's work history and official status within the department.

C. Supervisor File: Containing documents deemed by a supervisor to be pertinent to the preparation of the employee's periodic evaluations and work performance.

D. Medical Information File: Contains confidential medical information related to the employee's employment with the City such as that required for reasonable accommodation under the Americans' with Disabilities Act (ADA).

17.2 Nothing will preclude individual supervisors or employees from keeping personal notes to aid them in the performance of their supervisory or other work responsibilities, nor shall such notes be considered personnel files for the purposes of this Agreement.

17.3 The City and the Law Department agree that the contents of personnel files shall be kept confidential to the extent provided by law. The City and the Law Department will seek to respect the employee's right to privacy and will use the information within personnel files for normal business purposes limited to persons authorized to have access and needing to know such information.

17.4 Employees have the right to inspect their own personnel files according to the terms and conditions of RCW 49.12.240 and 250 and to request a copy of documents in the file.

17.5 Materials to be placed into an employee's personnel file relating to job performance or personal conduct shall be brought to the employee's attention with copies provided to the employee upon request. Employees who challenge material included in their personnel files may submit material relating to the challenge that will be inserted into their personnel file. Employees may also request removal of documents from their personnel files and may insert rebuttal information if removal is denied.

17.6 The Union acknowledges that personnel files may be subject to public disclosure and right to privacy provisions of state law. The City's and the Law Department's administration of such provisions is subject to review or challenge through the normal processes for administrative law. Upon receiving a request for all or part of an employee's personnel file, the City or the Law Department will provide third-party notice to affected employees with sufficient time for the employee(s) to pursue legal action to enjoin release of documents.

ARTICLE 18 – SUBORDINATION OF AGREEMENT

18.1 It is understood that the Parties and the employees of the City are governed by the provisions of applicable federal, state, and local law, and the City Charter. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal, state, or local law or the City Charter are paramount and shall prevail.

18.2 It is also understood that the Parties and the employees of the City are governed by applicable City Ordinances, and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE 19 - SAVINGS CLAUSE

If an article of this Agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the Parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

ARTICLE 20 – ENTIRE AGREEMENT

20.1 The Agreement expressed herein in writing constitutes the entire Agreement between the Parties and no oral statement shall add to or supersede any of its provisions. Except however, that where the Parties intend that their signed official bargaining notes and signed written agreements entered into during the course of bargaining shall have legal effect, such writings shall be enforceable upon execution of same by both Parties.

20.2 Notwithstanding the provisions of Article 20.1, the Union and the City agree to the following:

A. A reopener on impacts associated with revision of the Affordable Care Act (ACA).

B. For the duration of this agreement, the Union agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts.

C. No later than sixty (60) days after the full ratification of this Agreement, the Parties agree to initiate interest-based bargaining (IBB) on the subject of Change Team co-lead compensation, workload balance, and workplace protections. The Parties further agree that both the Director of Human Resources or designee(s), equal numbers of management and labor representatives and up to six (6) members of department Change Teams will be members of the IBB negotiation team. Upon completion of IBB, the Parties may agree by mutual consent to reopen this Agreement to incorporate agreed upon language. The Parties acknowledge that any new or modified language developed in IBB may need parameter approval from the LRPC and adoption by the Seattle City Council in order to be enforceable.

D. **Dependent Care Task Force:**

The City and the Coalition of City Unions recognize a common interest in supporting employees by increasing access to safe, affordable, and quality dependent care services.

To meet this interest, the Parties will convene a joint Task Force to study options for a possible child and dependent care benefit program, including the possibility of a multi-employer dependent care voucher program. The joint Task Force shall be made up of equal numbers of labor representatives and representatives of the City.

The Task Force assessment should include an analysis of the need for dependent care by City employees, affordability, quality, location of child and adult care providers, and the administrative infrastructure needed to oversee the program. The assessment should also include an analysis of the costs and

benefits of a dependent care benefit program and possible revenue sources such as the potential excess Health Insurance Rate Stabilization Fund. By mutual agreement, the Task Force may consult with outside experts to help with the assessment.

The Task Force shall provide a written report, with its analysis and recommendations, no later than December 31, 2024.

E. **Encampment Clean-Up Safety and Compensation:**

The Parties agree to examine the City's safety protocols and encampment premium as each relates to homeless encampment clean-up. During the term of this Agreement, the City and impacted Coalition unions agree to meet and discuss existing practices and to consider potential improvements to the existing safety protocols and encampment premium. Should the Parties reach agreement in principle on any changes to the safety protocols, the City agrees, subject to the approval of the City Council and the Mayor, to reduce such agreement to writing.

F. **Work/Life Support Committee:** The Work/Life Support Committee (WLSC) shall be a citywide Labor Management Committee (LMC) to promote an environment for employees that supports and enhances their ability to meet their responsibilities as employees of the City of Seattle and support their work life balance. The WLSC may provide recommendations to the Mayor and City Council on programs and policies that further support the work life balance.

1. The WLSC shall develop an annual workplan to identify programs and policies that promote a work life balance for city employees. These may include, but are not limited to, dependent care subsidy/support program for eligible employees, enhancing alternative work arrangements, flexible work hours, job sharing, on-site/near site childcare, expanding definition of family for access to leave benefits, shift swaps, resource and referral services, emergency leave, and back-up care. This committee may conduct and make recommendations no later than March 31 of each year.

2. The membership of WLSC shall be made up of the Mayor or designee, the Director of Labor Relations or designee, up to five Directors or designee from city departments, members designated by the Coalition of City Unions at equal numbers as the management representatives. If a CCU designee is a city employee, they shall notify their supervisor and management will not unreasonably deny the participation on paid release time on the WLSC.

3. The WLSC shall meet at least four (4) times per calendar year. The WLSC may meet more frequently if necessary if all parties agree.

4. The WLSC may establish workgroups that include other department representatives and/or subject matter experts. These subcommittees shall conform with rules established by the WLSC.

5. The WLSC and its subcommittee(s) shall not have the authority to change, amend, modify or otherwise alter collective bargaining agreements.

ARTICLE 21 - TERM OF AGREEMENT

21.1 All terms and provisions of this Agreement shall become effective upon signature of both Parties unless otherwise specified elsewhere and shall remain in full force and effect through December 31, 2026. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90) but not more than one hundred twenty (120) days prior to December 31, 2026. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both Parties.

21.2 Notwithstanding the provisions of Section 20.1, in the event that negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms of this Agreement shall remain in full force and effect until a new Agreement is consummated or unless consistent with RCW 41.56.123 the City serves the Union with ten (10) days' notice of intent to unilaterally implement its last offer and terminate the existing Agreement.

Signed this _____ day of _____, 2024
Executed Under Ordinance:_____

For WSCCCE, AFSCME, AFL-CIO

_____
James Trefry, General Counsel

For Local 21PA

_____
Margaret Mahoney, President

For the City of Seattle

_____
Bruce Harrell, Mayor

_____
Shaun Van Eyk,
Labor Relations Director

For the Law Department

_____
Ann Davison, City Attorney

APPENDIX A – WAGE RATES

A.1 **TITLES REPRESENTED**: The Union shall represent Assistant City Prosecutors in the Step Progression and Discretionary Pay Programs.

A.2 Effective January 1, 2023, the hourly rates of the Step Progression Pay Program and the minimum and maximum range of the Discretionary Pay Program shall be as follows:

Step Progression Program	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	46.55	49.36	52.31	55.44	58.76	62.30

Discretionary Pay Program	Minimum	Maximum
	62.32	80.99

A.3 The Parties agreed in the 2023 AWI MOU that there will be no additional wage increase in the above Step and Discretionary pay programs' step system or discretionary pay band for the calendar year 2024.

A.4 Effective January 4, 2025, employees base wages will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%).

A.5 Effective January 10, 2026, employees base wages will be increased one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero percent (1.0%) added, the total not to exceed five percent (5%).

A.6 For the duration of this agreement, employees in the Discretionary Pay Program shall receive the same percentage increase as employees in the Step Progression Pay Program. For the term of this Agreement, no employee regarded as incumbent rated for purposes of implementation of the 2014 Agreement shall have his/her salary reduced as provided in Article 6.5. The Union agrees this provision shall be a proper subject of negotiation in subsequent negotiations for a successor Agreement.

APPENDIX B – JANUS MOU

Janus Memorandum of Understanding (MOU)

The following MOU attached hereto as Appendix B and signed by the City of Seattle and the Coalition of City Unions ("Parties"), is adopted and incorporated as an Appendix to this Agreement to address certain matters with respect to membership and payroll deductions after the U.S. Supreme Court's decision in Janus v. AFSCME. The Agreement is specific and limited to the content contained within it. Nothing in the MOU is intended, nor do the Parties intend, for the MOU to change the ability to file a grievance on any matter of dispute which may arise over the interpretation or application of the collective bargaining agreement itself. Specifically, nothing in the MOU is it intended to prevent the filing of a grievance to enforce any provision of the Union Engagement and Payroll Deductions Article 3. Any limitations on filing a grievance that are set forth in the MOU are limited to actions that may be taken with respect to the enforcement of the MOU itself, and limited specifically to Section B of the MOU.

MEMORANDUM OF UNDERSTANDING
By and Between THE CITY OF SEATTLE
and
COALITION OF CITY UNIONS
(Amending certain collective bargaining agreements)

Certain Unions representing employees at the City of Seattle have formed a coalition (herein referred to as "Coalition of City Unions") to collectively negotiate the impacts of the Janus v. AFSCME Supreme Court decision and other conditions of employment with the City of Seattle (herein referred to as "City;" together the City and this Coalition of City Unions shall be referred to as "the Parties"); and,

This Coalition of City Unions for the purpose of this Memorandum of Understanding (MOU) shall include the following individual Unions, provided that the named Unions are also signatory to this MOU: the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 104; the International Union of Painters and Allied Trades District Council #5; the Inlandboatmen's Union of the Pacific; Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 117; the International Brotherhood of Electrical Workers, Local 46; the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32; the International Brotherhood of Teamsters, Local 763; the International Union of Operating Engineers, Local 286; the UNITE Hotel Employees & Restaurant Employees, Local 8; the Public Service & Industrial Employees, Local 1239; the Washington State Council of County and City Employees, Local 21; the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, Local 15; the Sheet Metal Workers International Association, Local 66; the Seattle Municipal Court Marshals' Guild; the Pacific Northwest Regional Council of Carpenters; the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289; the Seattle Parking

Enforcement Officers Guild; the Seattle Police Dispatchers' Guild; the Seattle Police Management Association; and the Seattle Police Officers' Guild.

Background

In June of 2018, the United States Supreme Court issued the Janus v. AFSCME decision. In response to this change in circumstances, this Coalition of City Unions issued demands to bargain regarding the impacts and effects of the Janus v. AFSCME Supreme Court decision.

Included in the Parties collective bargaining agreements is a subordination of agreement clause that in summary states, "It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, City Charter, and state law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal law, City Charter, or state law are paramount and shall prevail."

The parties have agreed to engage in negotiations over the impacts and effects of this change in circumstances to reflect compliance with the Janus v. AFSCME Supreme Court decision.

Agreements

Section A. Amended Union Dues and Membership Language

The Parties agree to amend and modify each of the Parties' collective bargaining agreements as follows:

Article X - Union Engagement and Payroll Deductions

The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The performance of this function is recognized as a service to the Union by the City and The City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only. The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from Union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit. The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement. At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of their bargaining unit attending the Orientation.

The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

New Employee and Change in Employee Status Notification: The City shall supply the Union with the following information on a monthly basis for new employee's: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.

Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of their dues authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the union that the terms of the employee's authorization regarding dues deduction revocation have been met. The City will refer all employee inquiries or communications regarding union dues to the appropriate Union.

Section B. Agreement on Impacts of the Janus v. AFSCME Supreme Court decision.

The Parties further agree:

1. Member Training: During each year of this agreement a Union's principal officer may request that Union members be provided with at least eight (8) hours or one (1) day, whichever is greater, of paid release time to participate in member training programs sponsored by the Union. The Parties further agree that the release of employees shall be three (3) employee representatives per each Union in an individual Department; or two percent (2%) of a single Union's membership per each department, to be calculated as a maximum of two percent (2%) of an individual Union's membership in that single department (not citywide), whichever is greater. The approval of such release time shall not be unreasonably denied for arbitrary and/or capricious reasons. When granting such requests, the City will take into consideration the operational needs of each Department. At its sole discretion, the City may approve paid release time for additional employee representatives from each Department on a case-by-case basis.

2. The Unions shall submit to the Office of Labor Relations and the Department as far in advance as possible, but at least fourteen (14) calendar days in advance, the names of those members who will be attending each training course. Time off for those purposes shall be approved in advance by the employee's supervisor.

3. New Employees: The City shall work with the Seattle Department of Technology to develop an automated system to provide the Union with the following information within ten (10) working days after a new employee's first day of work: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate, FTE status. Until the process has been automated the departments may provide the Union notice at the same time the department notifies SDHR benefits, by sending an email to the Union providing the notice of hire. Upon automation departments may elect to not provide notice to the Unions and official notice will only be given by SDHR. The Parties agree to continue to work with departments to provide notice of new hires to the Union no later than 10 working days from the employee first day of work.

4. This agreement is specific and limited to the referenced demand to bargains and the associated negotiations related to the impacts regarding the Janus v. AFSCME decision and sets no precedent or practice by the City and cannot be used or introduced in any forum or proceeding as evidence of a precedent or a practice.

5. Issues arising over the interpretation, application, or enforceability of the provisions of this agreement shall be addressed during the Coalition labor management meetings and shall not be subject to the grievance procedure set forth in the Parties' collective bargaining agreements.

6. The provisions contained in "Section B" of this MOU will be reviewed when the current collective bargaining agreements expire. The Parties reserve their rights to make proposals during successor bargaining for a new agreement related to the items outlined in this MOA.

7. This Parties signatory to this MOU concur that the City has fulfilled its bargaining obligations regarding the demand to bargains filed as a result of the Janus v. AFSCME Supreme Court decision.

FOR THE CITY OF SEATTLE:

Jenny A. Durkan,
Mayor

~~Susan McNab,~~ Bobby Humes
Interim Seattle Human Resources Director

Laura A. Southard,
Deputy Director/Interim Labor Relations Director

SIGNATORY UNIONS:

Elizabeth Rockett, Field Representative
IU Painters and Allied Trades,
District Council #5

Natalie Kelly, Business Representative
HERE, Local 8

Andrea Friedland, Business Representative
IATSE, Local 15

Amy Bowles, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support

Ray Sugarman, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support

Shaun Van Eyk, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors

Mark Watson, Union Representative
WSCCCE, Council 2, Local 21, 21C, 21Z, 2083
& Local 21-PA Assistant

Steven Pray, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors

Kurt Swanson, Business Representative
UA Plumbers and Pipefitters Local 32

Janet Lewis, Business Representative
IBEW, Local 46

Kal Rohde, Business Representative
Sheet Metal Workers, Local 66

Brian Self, Business Representative
Boilermakers Union, Local 104

John Scearcy, Secretary-Treasurer
Teamsters, Local 117; JCC and Community
Service Officers & Evidence Warehousers

Mike Bolling, Business Representative
IU Operating Engineers, Local 286

Coalition of City Unions
Memorandum of Understanding

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Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289
& 79

Scott A. Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC

Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security Officers (JCC); Local 1239 Recreation Unit

Peter Hart, Regional Director
Inland Boatmen's Union of the Pacific

Dave Quinn, Business Representative
Pacific Northwest Regional Council of Carpenters

Scott Fuquay, President
Seattle Municipal Court Marshals' Guild
IUPA, Local 600

Michael Cunningham, President
Seattle Police Dispatchers' Guild

Nanette Toyoshima, President
SPEOG, Seattle Parking Enforcement Officers' Guild

Scott Bachler, President
Seattle Police Management Association

Kevin Stuckey, President
Seattle Police Officers' Guild

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289
& 79

Scott A. Sullivan, Secretary-Treasurer
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Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security
Officers (JCC); Local 1239 Recreation Unit

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Nanette Toyoshima, President
SPEOG, Seattle Parking Enforcement Officers'
Guild

Scott Bachler, President
Seattle Police Management Association

Kevin Stuckey, President
Seattle Police Officers' Guild

AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,

AFSCME, LOCAL 21Z

Effective January 1, 2023 through December 31, 2026

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AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,

AFSCME, LOCAL 21Z

PREAMBLE

This Agreement is between the City of Seattle (hereinafter called the City) and the Washington State Council of County and City Employees, AFSCME, Local 21Z, (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative.

ARTICLE 1 – NONDISCRIMINATION

1.1 The City and the Union shall not unlawfully discriminate against any employee by reason of race, color, creed, age, color, sex, gender identity, gender expression, genetic information, national origin, religious belief, marital status, sexual orientation, political ideology, ancestry or the presence of any sensory, status as a disabled veteran, a Vietnam era veteran or other covered veteran, mental or physical handicap disability unless based on a bona fide occupational qualification reasonably necessary to the operations of the City. The Parties agree nothing in this Agreement shall serve to prevent a job placement or other reasonable accommodation as may be made pursuant to state or federal law for prevention of discrimination on the basis of disability.

1.2 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

1.3 Allegations of discrimination shall be a proper subject for the grievance procedure; provided, however, the matter may not be pursued through arbitration (Step 4) if a complaint has been filed and is being pursued with a local government, state, or federal human rights or EEO agency.

ARTICLE 2 – RECOGNITION, BARGAINING UNIT, AND TEMPORARY EMPLOYMENT

2.1 The City recognizes the Union as the exclusive collective bargaining representative for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington, for employees employed within the bargaining unit defined in Appendix A of this Agreement. For purposes of this Agreement and the bargaining unit described herein the following definitions shall apply:

2.1.1 The term "employee" shall be defined to include probationary employees, regular employees, full-time employees, part-time employees, and temporary employees not otherwise excluded or limited in the following Sections of this Article.

2.1.2 The term "probationary employee" shall be defined as an employee who is within the first twelve (12) month trial period of employment following employee's initial regular appointment within the classified service.

2.1.3 The term "regular employee" shall be defined as an employee who has successfully completed a twelve (12) month probationary period and who has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.

2.1.4 The term "full-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule of forty (40) hours per week.

2.1.5 The term "part-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule averaging at least twenty (20) hours but less than forty (40) hours per week.

2.1.6 A temporary assignment is defined as one of the following:

A. Position Vacancy - An interim assignment for up to one (1) year to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent.
B. Incumbent Absence - An interim assignment for up to one (1) year to perform work associated with a regularly budgeted position when the incumbent is temporarily absent.
C. Less than half-time assignment - For seasonal, on-call, intermittent or regularly scheduled work that may be ongoing or recur from year to year, but does not exceed one thousand forty (1,040) hours per year except as provided by Personnel Rule 11.
D. Short-term assignment - An assignment of up to one (1) year to perform work in response to emergency or unplanned needs such as peak workload, special project, or other short-term work that does not recur and does not continue from year to year.
E. Term-limited assignment - An assignment to perform time-limited work of more than one (1) but not more than three (3) years for:

1. Special time-limited project work that is clearly outside the routine work performed in the department and that requires skills and qualifications that are not typically used by the department; or
2. Replacement of a regularly appointed employee who is assigned to special term-limited project work.
3. Replacement of a regularly appointed employee whose absence of longer than one (1) year is due to disability time loss, military leave of absence, union leave as defined under Article 10.16, or authorized leave of absence for medical reasons.

2.2 All provisions expressed in Chapter 11.0 of the Personnel Rules shall govern the utilization and management of temporary assignments, except where they are inconsistent with the expressed terms of the collective bargaining agreement.

2.3 Temporary employees shall be exempt from all provisions of this Agreement except Sections 2.3; 2.4; 2.5; 10.1 through 10.14; 10.15 except for temporary employees defined under Article 2.16.C; 17.13; 17.6; 17.17; 17.18; 19.1; Article 4, Union Engagement and Payroll Deductions; and Article 5, Grievance Procedure; provided, however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section.

2.4 Temporary employees who are not in benefits-eligible assignments shall be paid for all hours worked at the first pay step of the hourly rates of pay set forth within the Appendix covering the classification of work in which a temporary employee is employed. Temporary employees who are in benefits-eligible assignments shall receive step increases consistent with Personnel Rule 11.

2.5 Cumulative sick leave with pay computed at the same rate and with all benefits and conditions required by Seattle Municipal Code Chapter 14.16 and other applicable laws, such as RCW 49.46.210 shall be granted to all temporary employees not eligible for fringe benefits pursuant to Seattle Municipal Code subsection 4.20.055(C).

2.6 A temporary worker who is in a term-limited assignment shall receive service credit for layoff purposes if the employee is immediately hired (within thirty (30) business days without a break in service) into the same job title and position after the term is completed.

2.7 Temporary employees covered by this Agreement are eligible to apply for all positions advertised internally.

2.7.1 A temporary employee who has worked in an excess of five hundred and twenty (520) regular hours and who is appointed to a regular position in a Step Progression Pay Program without a break in service greater than thirty (30) days shall have their temporary service toward salary placement, provided the service was in a job title corresponding to the same or higher classification in the same series as the regular appointment.

2.7.2 FLSA eligible temporary employees shall be entitled to shift differential.

2.8 In the event that an interim assignment of a temporary worker to a vacant regular position accrues more than one thousand five hundred (1,500) hours, the department shall notify the Union that a labor-management meeting shall take place within two (2) weeks for the purpose of discussing the status of filling the vacant position prior to one (1) year.

2.9 The City may establish preparatory training programs, including on-the-job training, for the purpose of providing individuals an opportunity to compete and potentially move laterally or upward into new career fields. It is understood that on-the-job training may involve bargaining unit work even though the "trainee" is not covered by this Agreement. It is also understood that said trainees will not be used for the purpose of displacing regular employees. The City will furnish the Union with a copy of such a training plan(s) if it affects bargaining unit employees prior to implementation.

2.10 As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or service to the City by various segments of its citizenry. Such programs may result in individuals performing work for the City that is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth training and/or employment programs, adult training and/or employment programs, vocational rehabilitation programs, work study and student intern programs, court-ordered community service programs, volunteer programs, and other programs with similar purposes. Some examples of such programs already in effect include Summer Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work Study, Adopt-a-Park, Seattle Conservation Corps, and court-ordered Community Service. Individuals working for the City pursuant to such programs shall be exempt from all provisions of this Agreement.

2.11 The City shall have the right to implement new public employment programs or expand its current programs beyond what exists as of the signature date of this Agreement, but where such implementation or expansion involves bargaining unit work and results in a significant departure from existing practice, the City shall give thirty (30) days' advance written notice to the Union of such and, upon receipt of a written request from the Union thereafter, the City shall engage in discussions with the Union on concerns raised by the Union. Notwithstanding any provision to the contrary, the expanded use of individuals under such a public employment program that involves the performance of bargaining unit work within a given City department, beyond what has traditionally existed, shall not be the cause of (1) a layoff of regular employees covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by this Agreement that recently had been occupied by a regular full-time employee who performed the specific bargaining unit work now being or about to be performed by an individual under one of the City's public employment programs.

2.12 The City shall not use temporary employees to supplant permanent positions. Bargaining unit positions shall not be supplanted by use of non-bargaining unit employees.

2.13 The City's Temporary Employment philosophy and practices will be included as part of the Labor Management Leadership Committee (LMLC) Workplan.

ARTICLE 3 – RIGHTS OF MANAGEMENT

3.1 The right to hire, promote (in accordance with the Personnel Ordinance), discipline, and/or discharge for just cause, improve efficiency, and determine the work schedules and location of department headquarters are examples of management prerogatives. It is also understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement. This Agreement shall not limit the right of the City to contract for services of any and all types.

3.2 Delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and as such, maximized productivity is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes, and means of providing municipal services; the right to increase or diminish operations, in whole or in part; the right to increase or diminish equipment, including the introduction of any and all new, improved, or automated methods or equipment; the assignment of employees to specific jobs, including the right to temporarily assign employees to a specific job or position outside the bargaining unit and the right to determine appropriate work-out-of-class assignments; the determination of job content and/or job duties and the combination or consolidation of jobs; provided, however, the exercise of such rights contained herein shall not modify or change any provision of this Agreement without the written concurrence of the Union and the City.

3.3 The Union recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or groups of employees.

3.4 The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for bargaining unit work on a short-term, temporary basis under the following guidelines: 1) required expertise is not available within the City work force, or 2) the occurrence of peak loads above the work force capability. Determination as to (1) or (2) above shall be made by the department head involved; provided, however, prior to approval by the department head involved to contract out work under this provision, the Union will be notified thirty (30) days prior to the start of any new contract or as soon as the department is aware of the need to contract. This notification shall include:

- A detailed justification for the proposed contracting;
- A labor force analysis demonstrating why the current workforce cannot complete the work;
- The location where the work will be performed;
- A description of the work to be contracted;
- The estimated duration and amount of the contract;
- The intended start date; and
- The date the work must be completed, if applicable.

The City will, during its budget process, review the use of contractors in the terms of nature of work, the duration, and the number of hours of contractor work being performed in conjunction with affected Union(s). Based on the review, if the City and Union(s) determine(s) there is an ongoing need, the parties will, in good faith, collaboratively determine whether the circumstances warrant the proposal of additional regular positions.

3.4.1 The Union may grieve contracting out for work as described herein, if such contract involves work normally performed by employees covered by this Agreement.

3.4.2 Contracting Out will be a part of the LMLC work plan for 2024.

ARTICLE 4 – UNION MEMBERSHIP AND DUES

4.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The performance of this function is recognized as a service to the Union by the City and The City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only. The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from Union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

4.2 The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit. The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

4.3 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement. At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of their bargaining unit attending the Orientation.

4.4 The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

4.5 New Employee and Change in Employee Status Notification – The City will notify the Union the Union with New Hire information as soon as possible. The City will supply the Union with the following information on a monthly basis for new employees:

a) Name
b) Home address
c) Personal phone
d) Personal email (if a member offers)
e) Job classification and title
f) Department and division
g) Work location
h) Date of hire

i) Hourly or salary (FLSA) status: Hourly or salary
j) Compensation rate

Adoption of New Personnel Management System (Workday)

Upon transition to a new Personnel Management System (Workday) the City agrees to notify the appropriate Union with New Hire information no later than one work week after the employee's first day of work. In the event that transition is delayed or the system is unable to send weekly notification, the Parties agree to meet to discuss an alternative notification process no later than May 1, 2024.

The City will also notify the Union on a monthly basis regarding employee status changes for employees who have transferred into a bargaining unit position and of any employees who are no longer in the bargaining unit.

4.6 Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of their dues authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the union that the terms of the employee's authorization regarding dues deduction revocation have been met. The City will refer all employee inquiries or communications regarding union dues to the appropriate Union

See Also: Appendix B

ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 Any dispute between the City and the Union concerning the interpretation, application, claim of breach, or violation of the express terms of this Agreement shall be deemed a grievance. Provided that an employee at any time may present a grievance to the City and have such grievance adjusted without the intervention of the Union, if the adjustment is not inconsistent with the expressed terms of this agreement and if the Union has been given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance.

5.2 A grievance in the interest of a majority of the employees in a unit of the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the grievance procedure and be processed within the time limits set forth herein. Grievances shall be filed at the step in which there is authority to adjudicate such grievance.

5.3 As a means of facilitating settlement of a grievance, either party may include an additional member at its expense on its committee. If, at any step in the grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.

5.4 Failure by an employee or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided, however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing. Failure by the City to comply with any time limitation of the procedure in this Article shall allow the Union and/or employee to proceed to the next step without waiting for the City to reply at the previous step, except that employees may not process a grievance beyond Step 3.

5.5 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.

5.6 A grievance shall be processed in accordance with the following procedure:

5.6.1 Step 1: The contract grievance shall be reduced to written form by the aggrieved employee stating the section of the agreement allegedly violated and explaining the grievance in detail. The aggrieved employee shall present the written grievance to the employee's supervisor within twenty (20) business days of the alleged contract violation with a copy of the grievance submitted to the Union by the aggrieved employee. The immediate supervisor should consult and/or arrange a meeting with the supervisor's immediate superior, if necessary, to resolve the contract grievance. If requested by a shop steward or union representative, the parties will convene a meeting. The parties shall make every effort to settle the contract grievance at this stage

promptly. The immediate supervisor shall answer the grievance in writing within ten (10) business days after being notified of the grievance, with a copy of the response submitted to the aggrieved employee and the Union.

5.6.2 Step 2: If the grievance is not resolved as provided in Step 1, the Union representative or a shop steward shall forward the written grievance to the division head with a copy to the City Director of Labor Relations within ten (10) business days after receipt of the Step 1 answer.

With Mediation:
At the time the aggrieved employee and/or the Union submits the grievance to the division head, the union representative or designee or the aggrieved employee or the division head may submit a written request for voluntary mediation assistance, with a copy to the Office of Employee Ombud (OEO), the City Director of Labor Relations and the Union representative or designee. If the OEO determines that the case is in line with the protocols and procedures of the ADR process, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, the OEO or designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Union Representative or designee and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the appropriate division head and the appropriate Union Representative or designee shall be so informed by the OEO.

The parties to a mediation shall have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the collective bargaining agreement or to create a precedent regarding the interpretation of the collective bargaining agreement or to apply the settlement agreement to any circumstance beyond the explicit dispute applicable to said settlement agreement.

If the grievance is not resolved through mediation, the division head shall convene a meeting within ten (10) business days after receipt of notification that the grievance was not resolved through mediation between the aggrieved employee, Shop Steward and/or Union Representative, together with the division head, section manager, and departmental labor relations officer. The City Director of Labor Relations or designee

may attend said meeting. Within ten (10) business days after the meeting, the division head shall forward a reply to the Union.

Without Mediation:
The division head shall convene a meeting within ten (10) business days after receipt of the grievance between the aggrieved employee, Shop Steward and/or Union Representative, together with the division head, section manager, and departmental labor relations officer. The City Director of Labor Relations or designee may attend said meeting. Within ten (10) business days after the meeting, the division head shall forward a reply to the Union.

5.6.3 Step 3: If the grievance is not resolved as provided in Step 2 above, or if the grievance is initially submitted at Step 3 pursuant to Article 5, Section 5.2, the written grievance defined in the same manner as provided in Step 2 shall be forwarded within ten (10) business days after receipt of the Step 2 answer to the City Director of Labor Relations with a copy to the appropriate appointing authority.

Mediation can be requested at Step 3 in the same manner as outlined in Step 2. The grievance must be filed in the time frame specified in Step 3 and responded to in the time frame specified in Step 3 after receipt of notification from the OEO that the grievance was not resolved through mediation.

The Director of Labor Relations or designee shall investigate the alleged grievance and shall contact the Union within five (5) workdays to convene a meeting between the appropriate parties at a mutually acceptable date. The Director of Labor Relations or designee shall thereafter make a confidential recommendation to the affected appointing authority who shall in turn give the Union an answer in writing ten (10) business days after receipt of the grievance or the meeting between the parties.

5.6.4 Step 4: If the grievance is not settled in Step 3, either of the signatory parties to this Agreement may submit the grievance to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations, or the City and the Union may mutually agree to an alternative method to select an arbitrator. Such reference to arbitration shall be made within twenty (20) business days after receipt of the City's answer or failure to answer in Step 3 and shall be accompanied by the following information:

A. Identification of Section(s) of Agreement allegedly violated;

B. Nature of alleged violation;

C. Question(s) which the arbitrator is being asked to decide;

D. Remedy sought.

Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to binding arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of notification from the OEO that the grievance was not resolved in mediation.

5.7 The parties shall abide by the award made in connection with any arbitrable difference. There shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration.

5.8 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood that:

A. The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement, and the arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

B. The decision of the arbitrator shall be final, conclusive, and binding upon the City, the Union, and the employees involved.

C. The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.

D. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.

5.9 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance, or Law; provided, however, disciplinary action may be processed through the grievance procedure; provided, further, an employee covered by this Agreement must, upon initiating objections relating to disciplinary action, use either the grievance procedure contained herein (with the Union processing the grievance) or pertinent procedures regarding disciplinary appeals under the City Personnel Ordinance, including Civil Service procedures. Under no circumstances may an employee use both the grievance procedure and Personnel Ordinance procedures, including Civil Service procedures, relative to the same disciplinary action. In the event both a contract grievance and a Civil Service Commission Appeal have been filed regarding the same disciplinary action, only upon withdrawal of the Civil Service Commission appeal may the grievance be pursued under this contract grievance procedure.

5.10 The parties have agreed, through a Memorandum of Agreement, to adopt the following two procedures attached thereto that were developed by the Citywide Labor-Management Committee on Progressive Discipline:

A. Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the timelines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and

B. Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing. However, in the event a party refuses to accept an Offer of Settlement and recovers less than was offered in such settlement, said party will be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 5.8C.

The parties may mutually agree to alter, amend, or eliminate these procedures by executing a revised Memorandum of Agreement.

5.11 Alternative Dispute Resolution (ADR) - The City and the Union encourage the use of the OEO or other alternative dispute resolution (ADR) processes to resolve non-contractual workplace conflicts/disputes. Participation in the program or in an ADR process is entirely voluntary and confidential.

5.12 Property Interest Discipline Grievance

A. The burden of proof in disciplinary procedures shall be upon the City.

B. Where an appointing authority or their designee imposes or intends to impose property level discipline a preliminary notice of discipline shall be given to the employee. This preliminary notice of discipline shall contain (a) charges; (b) general description of the alleged acts and/or conduct upon which the charge is based and (c) the penalty to be imposed. A copy of the preliminary notice of discipline shall be concurrently provided to the local Union office. Upon request of the Union, the City shall provide a complete copy of the investigation files in advance of any Loudermill hearing requested in advance of issuing the formal discipline. The Union may also request a meeting to review the investigation file with the City's investigator. And Labor Relations. Both requests must be made timely, may not unduly delay the City's disciplinary processes.

ARTICLE 6 – WORK STOPPAGE

6.1 The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slowdown, or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the City; including, but not limited to, the recovery of any financial losses suffered by the City.

ARTICLE 7 – CLASSIFICATIONS, RATES OF PAY AND OTHER COMPENSATION

7.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth in Appendix A, which is attached hereto and made a part of this Agreement.

7.2 Effective January 4, 2023, Employee base wages will be increased by five percent (5%).

7.3 Effective January 3, 2024, employee base wages will be increased by four and one half percent (4.5%).

7.4 Effective January 4, 2025, employees base wages will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%).

7.5 Effective January 10, 2026, employees base wages will be increased one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

7.6 Employees will pay the employee portion of the required premium [listed as the WA Paid Family Leave Tax and the WA Paid Medical Leave Tax on an employee's paystub] of the Washington State Paid Family and Medical Leave Program effective December 25, 2019.

7.7 An employee reduced because of organizational change or reduction in force from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary rate of the lower range that is nearest to the salary rate to which the employee was entitled in the employee's former position without reduction, provided that such salary shall in no event exceed the maximum salary of the lower range. If an employee who has completed twenty-five (25) years of City service and who within five (5) years of a reduction in lieu of layoff to a position in a class having a lower salary range, such employee shall receive the salary the employee was receiving prior to such second reduction as an "incumbent" for so long as the employee remains in such position or until the regular salary for the lower class exceeds the "incumbent" rate of pay.

7.8 When a position is reclassified to a new or different class having a different salary range, the employee occupying the position immediately prior to and at the time of reclassification shall receive the salary rate which shall be determined in the same manner as for a promotion; provided that if the employee's salary prior to reclassification is higher than the maximum salary of the range for such new or different class, the employee shall continue to receive such higher salary as an "incumbent" for so long as the employee remains in such position or until the regular salary for the classification exceeds the "incumbent" rate of pay.

7.9 Mileage Allowance - An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes. The current reimbursement rate is sixty-seven cents ($.67) per mile for all miles driven in the course of City business on that day.

The cents per mile mileage reimbursement rate set forth in Section 7.8 shall be adjusted up or down to reflect the current rate.

7.10 The City shall pay reimbursement for the cost of purchasing or repairing protective or other specified footwear when such footwear is required by the City, pursuant to the schedule below. Requests for reimbursement of such footwear shall be accompanied by a receipt showing the amount and place of purchase or repair.

A. Effective January 1, 2023, the boot/footwear reimbursement shall be $300.00.
B. Effective January 1, 2024 the boot/footwear reimbursement shall be $325.00.
C. Effective January 1, 2025 the boot/footwear reimbursement shall be $350.00.
D. Effective January 1, 2026 the boot/footwear reimbursement shall be $375.00.
E. During the PERC year (calendar year 2027), a boot/footwear reimbursement shall be $375.00.
F. For 2023, employees may submit receipts for their corresponding annual reimbursements at the 2024 annual reimbursement amounts and may rollover any remaining balance to the next year for use during the term of this agreement, including into the ensuing year after the expiration of the agreement.

An employee who does not use the full allowance in one calendar year may carry over the remaining balance to the next year for use in addition to the amount allocated for that year. This carryover shall not extend into the ensuing year after the expiration of the contract.

7.11 The City shall provide and clean, on a reasonable basis, uniforms and specialized and/or protective clothing in accordance with department policy and procedures.

7.12 All uniforms and/or wearing apparel referenced above shall be charged to the employee who is to guarantee its return in exchange for replacement or at the termination of

employment. In the case of intentional destruction or loss of said items, the cost thereof shall be charged to the employee.

7.13 Transit Subsidy - The City shall provide a transit subsidy benefit consistent with SMC 4.20.370.

7.14 Public Transportation & Parking - The City shall take such actions as may be necessary so that employee costs directly associated with their City employment for public transportation and/or parking in a City owned facility paid through payroll deduction will be structured in a manner whereby said costs are tax exempt, consistent with applicable IRS rules and regulations. Said actions shall be completed for implementation of this provision no later than January 1, 2003.

7.15 Commercial Driver's License - If the job responsibilities of the classification of work to which an employee is regularly appointed or is assigned on an out-of-class basis involve the driving of vehicles requiring the driver to have a state Commercial Driver's License (CDL), fees charged by the state for acquiring the license and all required endorsements shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal. The physical exam required to obtain or renew the license may be done on City time. The City will pay as a maximum amount, the rates charged by City identified clinics for the physical exam. Employees shall be notified of clinics offering the exam at this reimbursement rate. If an employee is covered by a City medical plan that includes coverage for physical exams, the employee shall have the exam form completed through the plan's providers (Group Health or Aetna) or shall seek reimbursement through the medical plan.

Employees required to have a Hazardous Material endorsement (HME) are required per Federal regulations to submit to a background records check and fingerprinting. Employees may make application for such HME on City time and shall be reimbursed for the fees associated with the background records check and fingerprinting if such endorsement is required by the job.

The City shall make a reasonable effort to make City trucks or equipment available for skill tests.

In addition, for those employees qualifying as described above, fees charged for department-approved classes offered for employees to assist them in passing this exam shall be reimbursed on a one-time-only basis.

Employees in other job titles or positions not involving the driving of vehicles requiring the CDL, who wish to take exam preparation or driver training courses, may request approval of the courses and reimbursement of fees in the normal manner in which educational expenses are applied for and approved by departments; provided, however, license fees for those individuals will not be reimbursed, nor shall the City be obligated to make City trucks or equipment available for skill tests for these individuals.

Nothing contained herein shall guarantee that written exams, skill tests, or training classes established for the purposes described herein shall be conducted during regular work hours or through adjusted work schedules, nor shall such written exams, skill tests, or training classes be paid for on an overtime basis.

7.16 Correction of Payroll Errors - In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two pay periods; and, upon written notice, an overpayment shall be corrected as follows:

A. If the overpayment involved only one paycheck;

1. By payroll deductions spread over two pay periods; or

2. By payments from the employee spread over two pay periods.

B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than twenty-five dollars ($25) per pay period.

C. If an employee separates from the City service before an overpayment is repaid, any remaining amount due the City will be deducted from the employee's final paycheck(s).

D. By other means as may be mutually agreed between the City and the employee. The Union Representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

ARTICLE 8 – ANNUAL VACATION

8.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 8.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

8.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, and sick leave. At the discretion of the City, up to one hundred and sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.

8.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

COLUMN NO. 1		COLUMN NO. 2			COLUMN NO. 3
ACCRUAL RATE		EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE			MAXIMUM VACATION BALANCE
Hours on Regular Pay Status	Vacation Earned Per Hour	Years of Service	Working Days Per Year	Working Hours Per Year	Maximum Hours
0 through 08320	0460	0 through 4	12	(96)	192
08321 through 18720	0577	5 through 9	15	(120)	240
18721 through 29120	0615	10 through 14	16	(128)	256
29121 through 39520	0692	15 through 19	18	(144)	288
39521 through 41600	0769	20	20	(160)	320
41601 through 43680	0807	21	21	(168)	336
43681 through 45760	0846	22	22	(176)	352
45761 through 47840	0885	23	23	(184)	368
47841 through 49920	0923	24	24	(192)	384
49921 through 52000	0961	25	25	(200)	400
52001 through 54080	1000	26	26	(208)	416
54081 through 56160	1038	27	27	(216)	432
56161 through 58240	1076	28	28	(224)	448
58241 through 60320	1115	29	29	(232)	464
60321 and over	1153	30	30	(240)	480

Effective sixty (60) calendar days after full ratification of this replacement contract, the above table shall be superseded and replaced with the following vacation accrual rate table:

Accrual Years/Hours	Vacation Days	Hours per Year	Maximum Hours
Year 0-3 / 0-6,240	12	96	192
Year 4-7 / 6,241-14,560	16	128	256
Year 8-13 / 14,561-27,040	20	160	320
Year 14-18 / 27,041-37,440	23	184	368
Year 19 / 37,440 -39,520	24	192	384
Year 20 / 39,521-41,600	25	200	400
Year 21 / 41,601 – 43,680	26	208	416
Year 22 / 43,681 – 45,760	27	216	432
Year 23 / 45,761 – 47,840	28	224	448
Year 24 / 47,841 – 49,920	29	232	464
Year 25+ - 49,921+	30	240	480

8.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which the employee became eligible and may accumulate a vacation balance which shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

8.5 Employees may, with department approval, use accumulated vacation with pay after completing one thousand forty (1,040) hours on regular pay status. Effective December 25, 2019, the requirement that the employee must complete one thousand forty (1,040) hours on regular pay status prior to using vacation time shall end.

8.6 The minimum vacation allowance to be taken by an employee shall be one-half (½) of a day or, at the discretion of the heads of the various departments, such lesser fraction of a day as shall be approved by respective appointing authority.

8.7 The appointing authority shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department, but which accommodate the desires of the employees to the greatest degree feasible.

8.8 In the event that the City cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to three (3) months if such exception is approved by both the appointing authority and the Seattle Human Resources Director in order to allow rescheduling of the employee's vacation. In such cases the appointing authority shall provide the Seattle Human Resources Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period will be allowed.

8.9 An employee who leaves the City service for any reason after more than six (6) months' service shall be paid in a lump sum for any unused accrued vacation hours the employee has previously accrued.

8.10 Upon the death of an employee in active service, pay shall be allowed for any vacation earned and not taken prior to the death of such employee.

8.11 Where an employee has exhausted their paid sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the medical care provider. Employees who are called to active military service or who respond to requests for assistance from the Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.

8.12 Vacation scheduling policies will be considered an appropriate topic for labor-management meetings if requested by the Union.

ARTICLE 9 – HOLIDAYS

9.1 The following days or days in lieu thereof shall be recognized as paid holidays:

New Year's Day	January 1
Martin Luther King, Jr.'s, Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Indigenous Peoples' Day	2nd Monday in October
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25
First Personal Holiday	
Second Personal Holiday	
Third Personal Holiday	(available after completion of 9 years of service (18,720 hours)).
Fourth Personal Holiday	(available after completion of 9 years of service (18,720 hours)).

9.1.1 Whenever any legal holiday falls upon a Sunday, the following Monday shall be a legal holiday. Whenever any legal holiday falls upon a Saturday, the preceding Friday shall be the legal holiday; provided, however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 9.3 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 9.3 shall be made only once per affected employee for any one holiday.

9.1.2 Employees who have either completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (Article 12.2) or on or before December 31st of the current year shall receive an additional two (2) personal holidays for a total of four (4) personal holidays (per Article 13.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

9.2 To qualify for holiday pay, City employees covered by this Agreement must have been on pay status their normal workday before or their normal workday following the holiday; provided, however, employees returning from unpaid leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

9.3 Employees who are regularly scheduled to work on a holiday shall be paid for the holiday at their regular straight-time rate of pay and, in addition, they shall receive either one and one-half (1½) times their straight-time rate of pay for the hours worked

or, with mutual agreement between the affected employee and the City, one and one-half (1½) times the hours worked (compensatory time) to be taken off at another date. For purposes of this Section, regularly scheduled shall be defined as forty-eight (48) hours' advance notice. In instances where forty-eight (48) hours' advance notice is not provided to an employee, said employee will be entitled to pay or compensatory time at two (2x) times the straight-time rate of pay for hours worked on the holiday in addition to the straight-time rate of pay for the holiday.

There shall be no pyramiding of holiday premium pay and overtime pay.

9.4 A Personal Holiday shall be used during the calendar year as a regular holiday, in eight (8) hour increments or a pro-rated equivalent for part time employees. Use of a Personal Holiday shall be requested in advance per existing division policy. When a Personal Holiday has been approved in advance and is later canceled by the City with less than a thirty (30) day advance notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay pursuant to Section 9.3 for all time worked on the originally scheduled Personal Holiday.

9.5 For employees who work a four (4) day, forty (40) hour workweek the following shall apply:

If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If a holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday. This schedule will be followed unless the employee and the employee's supervisor determine that some other day will be taken off for the holiday; provided, however, that in such case the holiday time must be used no later than the end of the following pay period. If the holiday falls on a Tuesday, Wednesday, or Thursday, the holiday must be scheduled off no later than the end of the following pay period.

9.6 A regular part-time employee shall receive paid holiday time off (or paid time off in lieu thereof) based upon straight-time hours compensated during the pay period immediately prior to the pay period in which the holidays falls. The amount of paid holiday time off for which the part-time employee is eligible shall be in proportion to the holiday time off provided for full-time employees. For example, a full-time employee working eighty (80) hours per pay period would be eligible for eight (8) hours off with pay on a holiday, while a part-time employee who works forty (40) hours during the pay period preceding the holiday would be eligible for four (4) hours off with pay.

ARTICLE 10 – SICK LEAVE AND BEREAVEMENT LEAVE

10.1 Sick Leave - Sick leave shall be defined as paid time off from work for a qualifying reason under Article 14.1 of this Agreement. Employees covered by this Agreement shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not to exceed forty (40) hours per week. If an employee's overall accrual rate falls below the accrual rate required by Seattle Municipal Code Chapter 14.16, Paid Sick and Safe Time Law ("Chapter 14.16"), the employee shall be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of Chapter 14.16. New employees entering City service shall not be entitled to use sick leave with pay during the first thirty (30) days of employment but shall accrue sick leave credits during such thirty (30) day period. An employee is authorized to use paid sick leave for hours that the employee was scheduled to have worked for the following reasons:

A. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventive care; or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or

B. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such reason, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210.

C. Absences that qualify for leave under the Domestic Violence Leave Act, chapter 49.76 RCW.

D. The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or

E. The non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for purposes of adoption, including any time away from work prior to or following placement of the child to satisfy legal or regulatory requirements for the adoption.

Sick leave used for the purposes contemplated by Article 10.1.D and 10.1.E must end no later than the first anniversary of the child's birth or placement.

10.2 Abuse of paid sick leave or use of paid sick leave not for an authorized purpose may result in denial of sick leave payment and/or discipline up to and including dismissal.

10.3 Unlimited sick leave credit may be accumulated.

10.4 Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to the employee's designated beneficiary.

10.5 Change in position or transfer to another City department shall not result in a loss of accumulated sick leave. Regular or benefits eligible temporary employees who are reinstated or rehired within 12 months of separation in the same or another department after any separation, including dismissal for cause, resignation, or quitting, shall have unused accrued sick leave reinstated as required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210.

10.6 In order to receive paid sick leave for reasons provided in Article 10.1.A – 10.1.E, an employee shall be required to provide verification that the employee's use of paid sick leave was for an authorized purpose, consistent with Seattle Municipal Code Chapter 14.16 and other applicable laws such as RCW 49.46.210. However, an employee shall not be required to provide verification for absences of less than four consecutive days.

10.7 Conditions Not Covered - Employees shall not be eligible for sick leave:

A. When suspended or on leave without pay and when laid off or on other non-pay status;
B. When off work on a holiday;
C. When an employee works during the employee's free time for an employer other that the City of Seattle and the employee's illness or disability arises therefrom.

10.8 Prerequisites for Payment - The following applicable requirements shall be fulfilled in order to establish an employee's eligibility for sick leave benefits.

10.9 Prompt Notification - The employee shall promptly notify the immediate supervisor, by telephone or otherwise, on the first day off due to illness and each day thereafter unless the employee believes the absence will last for more than one (1) day, in which case notification on the employee's first day off will include an expected date of return. The employee shall advise the supervisor of any change in expected date of return. If an employee is on a special work schedule, particularly where relief replacement is necessary when they are absent, the employee shall notify the immediate supervisor as far as possible in advance of the scheduled time to report to work.

10.10 Notification While on Paid Vacation or Compensatory Time Off - If an employee is injured or is taken ill while on paid vacation or compensatory time off, the employee shall notify the employee's department on the first day of disability that they will be using paid sick leave. However, if it is physically impossible to give the required notice on the first day, notice shall be provided as soon as possible. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, may be required for absences greater than three continuous days.

10.11 Filing Application - Unless there are extenuating circumstances, the employee shall submit the required application for sick leave pay within sixteen (16) working hours after the employee's return to duty. However, if the employee is absent because of illness or injury for more than eighty (80) working hours, the employee shall then file an application for an indefinite period of time. Each supervisor and crew chief shall obtain the necessary forms provided by the Seattle Department of Human Resources and make them available to the employee.

10.12 Claims to be in 15-minute increments - Sick leave shall be claimed in fifteen (15)-minute increments to the nearest full fifteen (15)-minute increment, a fraction of less than eight (8) minutes being disregarded. Separate portions of an absence interrupted by a return to work shall be claimed on separate application forms.

10.13 Limitations of Claims - All sick leave claims shall be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee shall not exceed the employee's sick leave accumulation as shown on the payroll for the pay period immediately preceding the employee's illness or disability. It is the responsibility of the employee's department to verify that sick leave accounts have not been overdrawn; and if a claim exceeds the number of hours an employee has credit accrued, the department shall correct the employee's application.

10.14 Rate of Pay for Sick Leave Used - An employee who uses paid sick leave shall be compensated at the straight-time rate of pay as required by Seattle Municipal Code 14.16, and other applicable laws, such as RCW 49.46.210. For example, an employee who misses a scheduled night shift associated with a graveyard premium pay is entitled to receive the premium for those hours missed due to sick leave. For employees who use paid sick leave hours that would have been overtime if worked, the City will apply requirements of Seattle Municipal Code 14.16 and applicable laws such as RCW 49.46.210.

10.15 Bereavement Leave - All employees covered by this Agreement are allowed forty (40) hours off without salary deduction for bereavement purposes in the event of the death of any relative. Bereavement leave may be used in full day increments or increments of one (1) hour, at the employee's discretion. Bereavement leave must be used within one (1) year; employees may submit for exceptions to this within thirty (30) days (requests that come in after the 30 days will be considered) of the death if they know they will need longer than one (1) year to use leave for that event. This benefit is prorated for less-than-full time employees.

For purposes of this Section, "relative" is defined as any person related to the employee by blood, marriage, adoption, fostering, guardianship, in loco parentis, or domestic partnership.

10.16 Union Leave - Upon written request, a regular employee elected or appointed to a Union office that requires all of their time will be given a leave of absence without pay from work, not to exceed one (1) year, with approval of the appointing authority based on the business needs of the department. The appointing authority will respond to such requests in writing within fourteen (14) calendar days. Should the appointing authority reject a request for Union Leave, the written response will include an explanation of the business need for the denial. Requests for Union Leave will not be unreasonably denied.

Leave may not be approved for more than one (1) employee at a time per Department. To be eligible for union leave under this provision, the employee must not currently be serving a probation or trial service.

A regular employee designated by the Union to serve on official union business that requires a part of their time will be given a leave of absence without pay from work, provided it can be done without detriment to City services and at least forty-eight (48) hours written notice is given to the Director. The employee will not suffer a loss of bargaining unit seniority rights and will accumulate the same during such leave.

The parties agree that at the City's sole discretion, the leave may be terminated in the event of layoff. The City will provide one month notice before recalling an employee. The parties further agree that the City may at its sole discretion hire term limited temporary employees to backfill for the absent employee.

10.17 Paid Family Care Leave – SMC 4.29, which includes "Bea's Law" is here by incorporated by referent into this agreement.

10.18 Shared Sick Leave Pool - The City will standardized the current sick leave transfer ("donation") program across all City departments through the following actions:

Standardization of:

- Forms
- Processing templates
- FAQs
- Interdepartmental donation of sick leave
- Anonymizing sick leave requests for potential recipients
- Anonymizing sick leave donations from contributors

The intent of the program is to create a mandatory and uniform system that will function across departments as the established protocol for all sick leave donation requests and donations. The City agrees to perform this standardization using a Labor-Management Committee ("LMC") meeting, which will work in consultation with appropriate subject matter experts ("SMEs"), including but not limited to Seattle Human Resources, FAS Citywide Payroll and Business Systems, ITD HRIS and Race and Social Justice SMEs. The City further agrees to convene the LMC no later than 90 days from execution of

this Agreement and to meet no less than monthly on the standardization process beginning in the month following the initial convening of the LMC.

10.19 SPFML Top-Up - Employees receiving SPFML may use any of their accrued paid and/or granted leave ("leave") to supplement the SPFML benefit payment, up to 100% of their weekly salary paid by the City of Seattle. The use of such leave to augment the SPFML benefit shall be called "supplemental leave pay." Use of Leave by an employee to supplement SPFML is strictly voluntary. The City cannot require an employee to use accrued Leave to supplement SPFML benefits.

Supplemental Leave Pay Utilization Process

A. Leave for the purposes of this proposal, is defined as all accrued and/or granted leave as set forth and defined in the City of Seattle Municipal Code Title 4 (Personnel) Sections 4.24 through 4.34 (vacation, sick leave, floating, merit, comp time, executive, etc.).

B. Supplemental leave pay may be accessed starting the first pay period after the City has received the final SPFML claim determination notice from the Washington State Employment Security Department ("ESD").

C. Supplemental Leave Supplemental leave can be used by employees based on the date range signified in the SPFML eligibility letter. For instances in which that date has passed, employees can submit time sheet correction requests to add the use of supplemental leave, as defined above. No time sheet corrections or reactivity shall be applied to any date or SPFML prior to the execution of this Agreement.

D. The use of supplemental leave to "top-up" an employee's SPFML benefit shall not exceed the amount of accrued and/or granted leave the employee has available in their balances.

E. The use of accrued and/or granted paid leave to supplement the SPFML benefit will be available in 15 minute increments, except for when the accrued and/or granted paid Leave the employee requests to be used to supplement the SPFML must be used in full day increments as specified by a given collective bargaining agreement or by City code or Personnel rules (e.g. personal holidays), and then shall be only available in full-day increments.

F. An employee must have already accrued the paid/granted leave they seek to use for the pay period in which they seek to use it.

G. It is the employee's responsibility for determining whether they have the accrued and/or granted leave they seek to use in a given pay period to supplement the SPFML.

ARTICLE 11 – EMERGENCY, SABBATICAL AND OTHER LEAVES OF ABSENCE

11.1 Emergency Day - One (1) day or a portion thereof per Agreement year without loss of pay may be taken off subject to approval of the employee's supervisor and/or appointing authority when it is necessary that the employee be immediately off work to attend to one of the following situations either of which necessitates immediate action on the part of the employee:

A. The employee's spouse or domestic partner, child, parents or grandparents has unexpectedly become seriously ill or has had a serious accident; or

B. An unforeseen occurrence with respect to the employee's household (e.g., fire, flood or ongoing loss of power). "Household" shall be defined as the physical aspects, including pets, of the employee's residence or vehicle.

C. Emergency Leave Due to Inclement Weather or Natural Disaster – The emergency leave benefit must also be available to the employee in the event of inclement weather or natural disaster within the City limits or within the city or county in which the member resides that makes it impossible or unsafe for the employee to physically commute to their normal work site at the start of their normal shift.

11.1.2 The One (1) "day" of emergency leave may be used for separate incidents, in one (1) hour increments. The total hours compensated under this provision, however, shall not exceed eight (8) hours in a contract year.

11.2 Sabbatical Leave - Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Seattle Municipal Code, Chapter 4.33 and Article 12.2.B.

11.3 Military Deployment - Regular employees covered by this Agreement shall be eligible for a wage supplement when mobilized by the United States Armed Forces as provided for by City of Seattle Ordinance 124664.

11.3.1 A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted the annual paid military leave benefit, and is on unpaid military leave of absence, shall be eligible to retain the medical, dental and vision services coverage, and optional insurance coverage, for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

11.4 Paid Parental Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, "Paid Parental Leave," may take leave for bonding with their new child.

ARTICLE 12 – RETIREMENT AND VEBA

12.1 Pursuant to City Ordinance as cited in the Seattle Municipal Code, eligible employees shall be covered by the Seattle City Employees Retirement System (SCERS).

12.1.1 Effective January 1, 2017, consistent with Ordinance No. 78444, as amended, the City shall implement a defined benefit plan, SCERS II, for employees hired on or after January 1, 2017.

12.2 POST RETIREMENT VEBA - Each bargaining unit will conduct a vote to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) to provide post-retirement medical expense benefits to members who retire from City service.

12.3 Contributions from Unused Paid Time off at Retirement

A. Eligibility-to-Retire Requirements:
   1. 5-9 years of service and are age 62 or older;
   2. 10-19 years of service and are age 57 or older;
   3. 20-29 years of service and are age 52 or older; or
   4. 30 years of service and are any age

B. The City will provide each bargaining unit with a list of its members who are expected to meet any of the criteria in paragraph A above as of December 31, 2021.

C. If the members of the bargaining unit who have met the criteria described in paragraph A above vote to require VEBA contributions from unused paid time off, then all members of the bargaining unit who are eligible to retire and those who become eligible during the life cycle of this contract shall, as elected by the voting members of the bargaining unit:

   1. Contribute 35% of their unused sick leave balance into the VEBA upon retirement; or
   2. Contribute 50% of their unused vacation leave balance into the VEBA upon retirement; or
   3. Contribute both 35% of their unused sick leave balance and 50% of their unused vacation leave balance upon retirement

   Following any required VEBA contribution from a member's unused sick leave, the remaining balance will be forfeited; members may not contribute any portion of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan or receive cash.

D. If the members of the bargaining unit who have satisfied the eligibility-to-retire requirements described in paragraph A above do not vote to require VEBA contributions from unused sick leave, members may either:

1. Transfer 35% of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan, subject to the terms of the Plan and applicable law; or
2. Cash out their unused sick leave balance at 25% to be paid on their final paycheck.

In either case, the remaining balance of the member's unused sick leave will be forfeited.

12.4 ACTIVE VEBA

Contributions from Employee Wages (all active employees in bargaining unit)

If the bargaining unit votes to require VEBA contributions from employee wages, then all members of the bargaining unit shall, as elected by the bargaining unit as to all of its members, make a mandatory employee contribution of one of the amounts listed below into the VEBA while employed by the City:

1. $25 per month, or
2. $50 per month

12.5 The City assumes no responsibility for the tax consequences of any VEBA contributions made by or on behalf of any member. Each union that elects to require VEBA contributions for the benefit of its members assumes sole responsibility for insuring that the VEBA complies with all applicable laws, including, without limitation, the Internal Revenue Code, and agrees to indemnify and hold the City harmless for any taxes, penalties and any other costs and expenses resulting from such contributions.

12.6 Sabbatical Leave and VEBA - Members of a bargaining unit that votes to accept the VEBA **and** who meet the eligible-to-retire criteria are not eligible to cash out their sick leave at 25% as a part of their sabbatical benefit. Members who do not meet the eligible-to-retire criteria may cash out their sick leave at 25% in accordance with the sabbatical benefit.

ARTICLE 13 – HEALTH CARE, DENTAL CARE, LONG-TERM DISABILITY, AND LIFE INSURANCE

13.1 Effective January 1, 2023, the City shall provide medical, dental, and vision plans (with Kaiser Permanente Standard, Kaiser Permanent Deductible, Aetna Traditional, Aetna Preventive and Delta Dental of Washington as self-insured plans, and Dental Health Services, and Vision Services Plan) for all regular employees (and eligible dependents) represented by Unions that are a party to the Memorandum of Agreement established to govern the plans. For calendar years 2024, 2025 and 2026, the selection, addition, and/or elimination of medical, dental, and vision benefit plans, and changes to such plans shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

A. An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 13.1 or similar programs as determined by the Labor-Management Health Care Committee.

13.2 Employees who retire and are under the age of sixty-five (65) shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.

13.3 New, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).

13.4 Life Insurance - The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium, and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows:

13.5 Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of benefit improvements to pay the employees' share of the monthly premiums or for life insurance purposes otherwise negotiated.

13.6 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.

13.7 Long-Term Disability - The City shall provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The City will pay the full monthly premium cost of a Base Plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollars ($667) base monthly wage. Employees may purchase through payroll deduction, an optional Buy-Up Plan with a ninety (90) day elimination period, which insures sixty percent (60%) for the remainder of the employee's base monthly wage (up to a maximum of eight thousand, three hundred and thirty-three dollars ($8,333) per month). Benefits may be reduced by the employee's income from other sources as set forth in the Plan Description. The provisions of the plan shall be further and more fully defined in the Plan Description issued by the Standard Insurance Company.

13.8 During the term of this Agreement, the City may, at its discretion, change or eliminate the insurance carrier for any of the long-term disability benefits covered by this Section and provide an alternative plan either through self-insurance or another insurance carrier, however, the long-term disability benefit level shall remain substantially the same.

13.9 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2015 for the Base Plan, but not to exceed the maximum limitation on the City's premium obligation per calendar year as set forth within Section 13.3.

13.10 Long-Term Care - The City may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.

13.11 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.

13.12 Labor-Management Health Care Committee - Effective January 1, 1999, a Labor-Management Health Care Committee shall be established by the parties. This Committee shall be responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall decide whether to administer other City-provided insurance benefits.

ARTICLE 14 – INDUSTRIAL INJURY OR ILLNESS

14.1 Any employee who is disabled in the discharge of ~~his~~ duties and if such disablement results in absence from the employee's regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.

14.2 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to the employee's sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted; provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no-pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then: (1) any accrued sick leave or vacation leave utilized due to absence of the employee from their regular duties, as provided for in this Section shall be reinstated, and the employee shall be paid in accordance with Section 14.1, which provides payment at the eighty percent (80%) rate; or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 14.1.

14.3 Such compensation shall be authorized by the Seattle Human Resources Director or designee with the advice of such employee's appointing authority on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

14.4 In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions (taxes, retirement). This provision shall become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.

14.5 Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein that exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, work hardening, conditioning, or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform

such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation Unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) calendar days after notification to the employee.

14.6 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay, but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 14.1. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 14.1.

14.7 Any employee eligible for the benefits provided by this Ordinance whose disability prevents the performance of the employee's regular duties, but, in the judgment of the employee's physician could perform duties of a less strenuous nature, shall be employed at the employee's normal rate of pay in such other suitable duties as the appointing authority shall direct with the approval of such employee's physician until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

14.8 Sick leave shall not be used for any disability herein described except as allowed in Section 14.2.

14.9 The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.

14.10 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

ARTICLE 15 – EMPLOYEE RIGHTS, SHOP STEWARD RESPONSIBILITIES, AND UNION BUSINESS

15.1 The City and the Union agree that they will not discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, gender identity, veteran status, political ideology, creed, religion, ancestry, or national origin; Union activities; or the presence of any sensory, mental or physical disability, unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the City.

Disputes involving this section of this Article may be processed through an appropriate agency and/or the third step of the grievance procedure, but shall not be subject for arbitration. Use of the grievance procedure may precede the initiation of any other official action involving such a dispute.

15.2 Words denoting gender in this agreement are intended to apply equally to either sex.

15.3 The Staff Representative of the Union may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit their activities during such investigations for a reasonable period of time and to matters relating to this Agreement. City work hours shall not be used by employees or Union Representatives for the conduct of Union business or the promotion of Union affairs.

15.4 The Union shall have the right to appoint a steward at any location where members are employed under the terms of this Agreement. The department shall be furnished with the names of stewards so appointed. Immediately after appointment of its Shop Steward(s) and Local Union Officer(s) who may serve as Stewards, the Union shall furnish the Director of Labor Relations with a list of those employees who have been designated as Shop Stewards and Local Union Officer(s) who may serve as Stewards. Said list shall be updated as needed. The Steward shall see that the provisions of this Agreement are observed, and they shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay. This shall include keeping the Union informed of matters relating to the Agreement and the processing of grievances relating to alleged violations, but not include processing grievances at Step 4 of the grievance procedure enumerated in Article 5 of this Agreement. When a Steward is processing a grievance, arrangements must be made with the supervisor of the Steward for time away from the job. It is understood that all other Steward activities are to be conducted on the Stewards own time (before or after work, rest breaks, lunch).

15.5 Any charges by management that indicate that a Shop Steward or Local Union Officer is spending an unreasonable amount of time performing the aforementioned duties shall be settled at the lowest level possible. If these matters are unable to be settled at the Department level, they may be referred to the Director of Labor Relations or a designee for discussions with the Union's Staff Representative. The Staff Representative shall

assume the responsibility of communicating to the Shop Steward or Local Union Officer any concerns or expectations resulting from the above discussions with the Director of Labor Relations or a designee.

15.6 Investigatory Interviews - When an employee is required by the City to attend an interview conducted by the City for purposes of investigating an incident which may lead to discipline/discharge of that employee because of that particular incident, the employee shall have the right to request union representation at the investigatory interview by a representative of the Union. If the employee makes such a request, the request shall be made to the City representative conducting the investigatory interview. The City, when faced with such a request, may:

(1) Grant the employee's request, or

(2) Deny the employee's request but, in doing so, stop and/or cancel the investigatory interview.

City Light employees located at the Skagit will be permitted forty-eight (48) hours, from the time the request is made to the City, to obtain Union representation.

15.6.1 In construing this Section, it is understood that:

(1) The City is not required to conduct an investigatory interview before discipline or discharging an employee.

(2) The City may cancel a scheduled interview at any time. The City will make its best effort to notify the parties of canceled interviews.

(3) The City does not have to grant an employee's request for Union representation when the meeting between the City and the employee is not investigatory but is solely for the purpose of informing an employee of a disciplinary/discharge decision that the City has already made relative to that employee.

(4) The employee must make arrangements for Union representation when a request for representation is granted. The investigatory interview must be held within a reasonable period of time following the employee’s request for representation.

(5) An employee shall attend investigatory interviews scheduled by the City at reasonable times and reasonable places.

15.7 The City shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining units for posting:

A. Union bulletins regarding scheduled business and social meetings.
B. Information concerning Union elections and the results thereof.
C. Reports of official business.

Union bulletin board space shall not be used for notices that are political in nature. All material posted shall be officially identified as Washington State Council of County and City Employees, Local 21Z.

15.8 Personnel File - The employees covered by this Agreement may examine their personnel files in the departmental Personnel Office in the presence of the Personnel Officer or a designated supervisor. In matters of dispute regarding this section, no other personnel files will be recognized by the City or the Union except that supportive documents from other files may be used. Materials to be placed into an employee's personnel file relating to job performance or personal conduct or any other material that may have an adverse effect on the employee's employment shall be reasonable and accurate and brought to their attention with copies provided to the employee upon request.

In accordance with RCW 49.12.250, employees shall be given an opportunity to provide a written response to any written evaluations, disciplinary action or any other material to be included in the personnel file.

15.8.1 Supervisor Files - Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250 and RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employee access to such files.

15.9 Employee Participation in Collective Bargaining - The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective January 24, 2007, employees who participate in bargaining as part of the Union's bargaining team during the respective employee's work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

1. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall not be applicable to this provision;
2. No more than an aggregate of one hundred (150) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision.
3. If the aggregate of one hundred (150) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.

ARTICLE 16 – WORK OUTSIDE OF CLASSIFICATION

16.1 Work out of class is a management tool, the purpose of which is to complete essential public services whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a position. When the duties of a higher-paid position are clearly outside the scope of an employee's regular classification for a period of three (3) hours or longer in any one (1) work week, the employee shall be paid at the out-of-class rate while performing such duties and accepting such responsibility. The out-of-class rate shall be determined in the same manner as for promotion and shall be paid for only actual hours worked. "Proper authority" shall be a supervisor who has been designated the authority by a manager or director directly above the position that is being filled out of class and who has budget management authority of the work unit. The City has the sole authority to direct its supervisors as to when to assign employees to a higher class. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months for any one position. The six (6) month period may be exceeded under the following circumstances: (1) when a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) when a position is scheduled for abrogation; or (4) a position is encumbered (an assignment in lieu of a layoff; e.g., with the renovation of the Seattle Center Coliseum). When such circumstances require that an out-of-class assignment be extended beyond six (6) months for any one position, the City shall notify the Union or Unions that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out of class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good-faith basis.

16.1.1 When an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2,088 hours) of actual service, they will receive one step increment in the higher paid title; provided that they have not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class that were properly paid per Article 16.1 of this Agreement, shall apply toward salary step placement if the employee's position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

16.2 An employee may be temporarily assigned to perform the duties of a lower-paid classification without a reduction in pay. When employees voluntarily apply for and voluntarily accept a position in a lower-level classification, they shall receive the salary rate for the lower class, which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class. For such temporary period, the employee shall continue to pay dues to the Union of the higher class. The overtime provisions applicable are those of the contract covering the bargaining unit position of the work being performed on an overtime basis. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class or the duties of a class with the same pay rate range as the employee's primary class, across Union jurisdictional lines, with no change to the employee's regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement, and payment for absences do not apply in these instances.

16.3 Out-of-class work shall be formally assigned in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties that would otherwise constitute an out-of-class assignment. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of the employee's own classification if the employee is not formally assigned to perform the duties on an out-of-class basis.

16.3.1 No employee may assume the duties of the higher-paid position without being formally assigned to do so except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to the employee's department director for retroactive payment of out-of-class pay. The decision of the department director as to whether the duties were performed and whether performance thereof was appropriate shall be final.

16.4 An employee who is temporarily unable to perform the regular duties of the employee's classification due to an off-the-job injury or illness may opt to perform work within a lower-paying classification dependent upon the availability of such work and subject to the approval of the Employer. The involved employee shall receive the salary rate for the lower class that, without increase, is nearest to the salary rate to which such employee was entitled in the higher class. The Union shall be provided a copy of correspondence to an employee concerning anticipated application of this Section.

16.5 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**,** regardless of the length of the 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 twelve (12) months of the out-of-class assignment.

ARTICLE 17 – HOURS OF WORK AND OVERTIME

17.1 Eight (8) hours within nine (9) consecutive hours shall constitute a workday, and five (5) consecutive days within seven (7) consecutive days shall constitute a workweek of forty (40) hours. Work schedules shall normally consist of five (5) consecutive days followed by two (2) consecutive days off, except for relief shift assignments, 4/10 work schedules, and other special schedules.

17.2 Meal Period - Employees shall receive a meal period that shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's regular shift. The meal period shall be no less than one-half (½) hour nor more than one (1) hour in duration and shall be without compensation. Should an employee be required to work in excess of five (5) continuous hours from the commencement of the employee's regular shift without being provided a meal period, the employee shall be compensated two (2) times the employee's straight-time rate of pay for the time worked during the employee's normal meal period and be afforded a meal period at the first available opportunity during working hours without compensation.

17.3 Rest Breaks - Employees shall receive a fifteen (15) minute rest break during the first four (4) hour period of their workday and a second fifteen (15) minute rest break during the second four (4) hour period in their workday. Employees shall be compensated at their prevailing wage rate for time spent while on rest breaks.

17.4 Where work conditions require continuous staffing throughout a work shift for thirty (30) consecutive days or more, the City will provide advance notice per Section 17.21.B and may, in lieu of the meal period and rest periods provided in Sections 17.2 and 17.3, provide a working meal period and working rest periods during working hours without a loss in pay so that such periods do not interfere with ongoing work requirements.

For periods of less than thirty (30) days, a continuous eight (8) hour shift may be implemented by mutual agreement of the appointing authority or designee and the Union Staff Representative, subject to the advance notice provision of Section 17.21.C. The appointing authority designee shall be at the level of at least a division director.

17.5 When management deems it necessary, work schedules may be established other than the normal Monday through Friday schedule; provided, however, that where work weeks other than the basic departmental work week schedules in force on the effective date of this Agreement are deemed necessary, the change(s) and reason therefore shall be provided to the Union. At least forty-eight (48) hours' advance notice shall be afforded the Union and employees covered by this Agreement when shift and schedule changes are required by their supervisor. In instances where forty-eight (48) hours' advance notification is not provided to an employee, the employee shall be compensated at the overtime rate of pay for the first shift worked under the new schedule.

17.6 All work performed in excess of eight (8) hours in any workday (except for those employees who work a four (4) day, forty (40) hour work week) or forty (40) hours in any work week shall be considered as overtime. Such overtime work shall be paid for at the rate of two (2) times the employee's regular straight-time rate of pay or, by mutual consent between the employee and the employee's supervisor, compensated for by compensatory time off at the applicable overtime rate and in such a manner so as not to conflict with the Fair Labor Standards Act (FLSA). An appointing authority, or designee, may set a maximum level of compensatory time to be accrued at any one time and may set policy and develop procedures for scheduling and approval of compensatory time off.

A "work week" for purposes of determining whether an employee exceeds forty (40) hours in a work week shall be a seven (7) consecutive day period of time beginning on Wednesday and ending on Tuesday, except when expressly designated to begin and end on different days and times from the normal Wednesday through Tuesday work week.

All overtime work shall be offered to qualified regular employees in the classification before any temporary employees are asked to work overtime.

Discussion of a department's compensatory time policies and procedures shall be a proper subject for discussion in a labor-management meeting if requested by the Union.

17.7 Regular full-time crew chiefs working in their title shall have the first right of refusal for scheduled overtime within their work title prior to assignment of overtime to an out-of-class employee, provided that the overtime work is within their same work unit and shift and will not impact job continuation.

17.8 Emergency Call Back - Employees who are called back to work after completing their regular shift and who are relieved of duty before commencing their next regular shift shall be paid a minimum of four (4) hours straight-time pay for all time worked up to two (2) hours. Any time worked in excess of two (2) hours shall be paid for at double the straight-time rate of pay for actual hours worked.

Example:

Zero (0) minutes to two (2) hours = 4 hours' straight-time pay; two and one-half (2 ½) hours = 5 hours' straight-time pay; four (4) hours = 8 hours' straight-time pay.

17.9 Definition of an Emergency Call Back - A Call Back shall be defined as a circumstance where an employee has left the work premises at the completion of their regular work shift and is required to report back to work prior to the start of the employee's next regularly scheduled work shift. An employee who is called back to report to work before the commencement of the employee's regular work shift shall be compensated in accordance with the Call Back provisions of this Labor Agreement; provided, however, in the event an employee is called back to report to work within two (2) hours from the starting time of the employee's next regularly scheduled work shift, the employee shall be compensated at the overtime rate of pay for only those hours

immediately preceding the start the employee's next regularly scheduled work shift, and the Call-Back provision shall not apply.

17.10 Extended Emergency Situations - In extended emergency situations, without prior notice, City Departments may switch to two (2) twelve (12)-hour shifts until the emergency is resolved.

17.11 Standby Duty - Whenever an employee covered by this Agreement is placed on standby duty by the City, the employee shall call within 15 minutes after being paged and, when necessary, return immediately to work. Employees who are placed on standby duty by the City shall be paid at the rate of ten percent (10%) of the straight-time hourly rate of pay listed in Appendix A for all hours assigned.

If an employee is required to return to work while on standby duty, the standby pay shall be discontinued for the actual hours on work duty, and compensation shall be provided in accordance with Article 17.8 above.

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

17.13 Meal Reimbursement - When an employee is specifically directed by the City to work two (2) hours or longer on the beginning or end of the employee's normal eight (8) hour work shift away from their place of residence or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from their place of residence as a result of such additional hours of work, the employee shall be reimbursed for the "reasonable cost" of such meal in accordance with Seattle Municipal Code (SMC) 4.20.325. In order to receive reimbursement, the employee must furnish the City with a dated original itemized receipt indicating the time of the meal no later than end of the following pay period; otherwise, the employee shall be paid a maximum Twenty Dollars ($20.00).

17.13.1 To receive reimbursement for a meal under this provision, the following rules shall be adhered to:

A. Said meal must be eaten within two (2) hours after completion of the overtime work. Meals cannot be saved, consumed and claimed at some later date.

B. In determining "reasonable cost," the following shall also be considered:
   1. The time period during which the overtime is worked; and
   2. The current Runzheimer Meal – Lodging Cost Index.

C. The City shall not reimburse for the cost of alcoholic beverages.

17.13.2 In lieu of any meal compensation as set forth within this Section, the City may, at its discretion, provide a meal.

17.14 When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to the employee's normal eight (8) hour work shift, said employee shall be eligible for meal reimbursement pursuant to Sections 17.13, 17.14, and 17.15; provided, however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a maximum of Twenty Dollars ($20.00) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation.

17.15 Four-Day Work Week - It is hereby agreed that the City may, notwithstanding Section 17.1 and 17.6 of this Article, upon notice to the Union, implement a four (4)-day, forty (40)-hour work week affecting employees covered by this Agreement. In administering the four (4)-day, forty (40)-hour work week, the following working conditions (except as modified by Section 17.18) shall prevail:

A. Employee participation shall be on a voluntary basis;

B. Overtime shall be paid for any hours worked in excess of ten (10) hours per day or forty (40) hours per week;

C. Vacation benefits shall be accrued and expended on an hourly basis;

D. Sick leave benefits shall be accrued and expended on an hourly basis;

E. Holidays shall be granted in accordance with Article 9 of this Agreement;

F. The meal period shall commence no less than two (2) nor more than six and one-half (6 ½) hours from the beginning of the shift.

17.16 9/80 Work Schedule - It is hereby agreed that the City may, notwithstanding Sections 17.1 and 17.1.5 of this Article, upon notice to the Union, implement a 9/80 work schedule affecting employees covered by this Agreement. In administering the 9/80 work schedule, the following working conditions shall prevail:

A. Overtime shall be paid for any hours worked in excess of nine (9) hours per day or forty (40) hours per work week;

B. Holidays, bereavement/funeral leave, and emergency leave shall be granted in accordance with Article 9, Article 10 and Article 11 of this Agreement and shall be paid at eight (8) hours per incident. Employees may choose either unpaid leave, accrued paid leave, or, with prior written approval, may work an additional hour during the same work week of the holiday/leave day to cover the one (1) hour for each incident. The additional hour worked referenced in this later option shall not be subject to overtime under the provisions of this Agreement or shift differential pay, and shall be scheduled in such a manner as to not require overtime under the Fair Labor Standards Act.

C. The meal period shall commence no less than two (2) nor more than six (6) hours from the beginning of the shift.

17.17 Shift Pay: An employee who is scheduled to work not less than four (4) hours of the employee's regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premiums for all scheduled hours worked during such shift:

Effective January 1, 2023	SWING SHIFT	$1.25 per hour
....	GRAVEYARD SHIFT	$1.75 per hour

For a ten (10) hour shift, the above swing shift differential shall be due beginning at 2 p.m. or later.

With the exception of sick leave, the above shift premium shall not apply to vacation, holiday pay, funeral leave, or other paid leave benefit. Employees who miss an assigned shift for which they would have received a shift premium, shall be entitled to use sick leave as provided in Section 10.16 of this Agreement.

17.18 Overtime shall be computed from the employee's base pay and shall not include the shift premium pay. However, an employee assigned to work one of these shifts on an overtime basis shall be paid the premium pay in addition to the overtime pay if actual overtime work continues for four (4) hours or more.

In no event shall shift premium pay be due employees who work overtime as an extension of their regular shift or on a call-out basis if not being assigned to work in one of the positions normally scheduled for swing or graveyard shift.

17.19 Meal Reimbursement while on Travel Status - An employee shall be reimbursed for meals while on travel status at the federal per diem rate. An employee will not be required to submit receipts for meals and may retain any unspent portion of an advance cash allowance for meals.

17.20 Language Premium - Upon ratification of this Agreement by both Parties, employees assigned to perform bilingual, interpretive and/or translation services for the City shall receive a $200 per month premium pay. The City shall ensure employees providing language access services are independently evaluated and approved. The City may review the assignment annually and may terminate the assignment at any time.

17.21 Scheduling Changes

A. Definitions - For the purpose of this section the following definitions shall apply:
   a. Work Schedule – This is an employee's assigned workdays, work shift, and days off.
   b. Workday – This is an employee's assigned day(s) of work.
   c. Work Shift – This is an employee's assigned hours of work in a workday.
   d. Days Off – This is an employee's assigned non-working days.

B. Extended Notice Work Schedule Change - At least fourteen (14) calendar days' advance notification shall be afforded affected employees when work schedule changes lasting longer than thirty (30) calendar days are required by the City. The fourteen (14) calendar day advance notice may be waived by mutual agreement of the employee and management, with notice to the Union.

C. Short Notice Work Schedule Change - At least forty-eight (48) hours advance notification shall be afforded affected employees when work schedule changes lasting less than thirty (30) calendar days are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first work shift worked under the new schedule.

D. Short Notice Work Shift Change - At least forty-eight (48) hours advance notification shall be afforded affected employees when work shift changes lasting less than thirty (30) calendar days are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first work shift worked under the new schedule.

ARTICLE 18 – TRANSFERS, VOLUNTARY REDUCTION, LAYOFF, AND RECALL

18.1 Transfer - The transfer of an employee shall not constitute a promotion except as provided in Section 18.1.2E.

18.1.1 Intra-Departmental Transfers - An appointing authority may transfer an employee from one position to another position in the same class in the employee's department without prior approval of the Seattle Human Resources Director but must report any such transfer to the Seattle Department of Human Resources within five (5) days of its effective date.

18.1.2 Other transfers may be made upon consent of the appointing authorities of the departments involved and with the Seattle Human Resources Director's approval as follows:

A. Transfer in the same class from one department to another;

B. Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position;

C. Transfer, in lieu of layoff, may be made to a position in the same class to a different department upon showing that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced. The employee subject to layoff shall have this opportunity to transfer, provided there is no one on the Reinstatement Recall List for the same class for that department. If there is more than one employee eligible for transfer, in lieu of layoff, in the same job title, the employee names shall be placed on a Layoff Transfer List in order of job class seniority. Eligibility to choose this opportunity to transfer is limited to those employees who have no rights to other positions in the application of the layoff language herein including Section 18.7.

A department will be provided with the names of eligible employees and their job skills. The department will fill the position with the most senior employee with the job skills needed for the position. The department may test or otherwise affirm the employee has the skills and ability to perform the work.

An employee on the Layoff Transfer List who is not placed in another position prior to layoff shall be eligible for placement on the Reinstatement Recall List pursuant to Section 18.8.

D. Transfer, in lieu of layoff, may be made to a single position in another class in the same or a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular, trial service, or probationary employee is not displaced;

E. Transfer, in lieu of layoff, may be made to a single position in another class when such transfer would constitute a promotion or advancement in the service, provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced and when transfer in lieu of layoff under Section 18.1.2D is not practicable;

F. The Seattle Human Resources Director may approve a transfer under Section 18.1.2A, B, C, D, or E with the consent of the appointing authority of the receiving department only, upon a showing of the circumstances justifying such action;

G. Transfer may be made to another similar class with the same maximum rate of pay in the same or different department upon the director's approval of a written request by the appointing authority.

18.2 Employees transferred pursuant to the provisions of Section 18.1.2 shall serve probationary and/or trial service periods as may be required in Article 20, Sections 20.15; 20.16; 20.17; and 20.18.

18.3 Voluntary Reduction - A regularly appointed employee may be reduced to a lower class upon written request by the employee stating the reasons for such requested reduction, if the request is concurred in by the appointing authority and is approved by the Seattle Human Resources Director. Such reduction shall not displace any regular, trial service, or probationary employee.

18.3.1 The employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 18.9. Upon a showing, concurred in by the appointing authority that the reason for such voluntary reduction no longer exists, the Seattle Human Resources Director may restore the employee to the employee's former status.

18.4 The City shall notify the Union and the affected employee in writing at least two (2) weeks in advance whenever possible, when a layoff is imminent within the bargaining unit.

18.4.1 Layoff - Layoff for purposes of this Agreement shall be defined as the interruption of employment and suspension of pay of any regular, trial service, or probationary employee because of lack of work, lack of funds, or through reorganization. Reorganization when used as a criterion for layoff shall be based upon specific policy decision(s) by legislative authority to eliminate, restrict, or reduce functions or funds of a particular department.

18.5 Employees within a given class in a department shall be subject to lay off in accordance with the following order:

A. Interim appointees;

B. Temporary or intermittent employees not earning service credit;

C. Probationary employees*;

D. Trial service employees (who cannot be reverted in accordance with Section 20.7)*; or

E. Regular employees* in order of their length of service, the one with the least amount of service being laid off first.

*(except as their layoff may be affected by military service during probation).

18.6 However, the City may lay off out of the order described above for one or more of the following reasons:

A. Upon showing by the appointing authority that the operating needs of the department require a special experience, training, or skill.

B. When (1) women or minorities are substantially underrepresented in an EEO category within a department; or (2) when a planned layoff would produce substantial underrepresentation of women or minorities, and (3) such layoff in normal order would have a negative, disparate impact on women or minorities; then the Seattle Human Resources Director shall make the minimal adjustment necessary in the order of layoff in order to prevent the negative disparate impact.

18.7 At the time of layoff, a regular employee or a trial service employee (per Section 18.4.1) shall be given an opportunity to accept reduction (bump) to the next lower class in the series from which the employee is being laid off, provided said employee has successfully completed a probation or trial service period in the lower class in the employee's department or the employee may be transferred as provided in Section 18.1.2D. An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 18.9.

18.8 Recall - The names of regular, trial service, or probationary employees who have been laid off shall be placed upon a Reinstatement Recall List for the same class and for the department from which laid off for a period of two (2) years from the date of layoff.

18.8.1 Anyone on a Reinstatement Recall List who becomes a regular employee in the same class in another department shall lose reinstatement rights in the employee's former department.

18.8.2 Refusal to accept work from a Reinstatement Recall List shall terminate all rights granted under this Agreement; provided, however, no employee shall lose reinstatement eligibility by refusing to accept appointment in a lower class.

18.8.3 If a vacancy is to be filled in a given department and a Reinstatement Recall List for the classification for that vacancy contains the names of eligible employees who were laid off from that classification, the following shall be the order of the Reinstatement Recall List:

A. Regular employees laid off from the department having the vacancy in the order of their length of service. The regular employee on such Reinstatement Recall List who has the most service credit shall be first reinstated;

B. Trial service employees laid off from the department having the vacancy in the order of their length of service. The trial service employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.

C. Probationary employees laid off from the department having the vacancy without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall.

D. Regular employees laid off from the same classification in another City department and regular employees on a Layoff Transfer List. The regular employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Section 20.6 shall apply.

E. Trial service employees laid off from the same classification in another City department and trial service employees on a Layoff Transfer List. The trial service employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Section 20.6 shall apply.

F. Probationary employees laid off from the same classification in another City department and probationary employees on a Layoff Transfer List without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.

18.8.4 The City may recall laid-off employees out of the order set forth within Section 18.8.5 upon showing by the appointing authority that the operating needs of the department require such experience, training, or skill. The Union will be notified of any recall out of order and be provided the reason for such decision.

18.8.5 The Union agrees that employees from other bargaining units whose names are on the Reinstatement Recall Lists for the same classifications shall be considered in the same manner as employees of this bargaining unit, provided the Union representing those employees has agreed to a reciprocal right to employees of this bargaining unit. Otherwise, this Section shall only be applicable to those positions that are covered by this Agreement.

18.8.6 Nothing in this Article shall prevent the reinstatement of any regular, trial service or probationary employee for the purpose of appointment to another lateral title or for voluntary reduction in class, as provided in this Article.

18.9 For purposes of layoff, service credit in a class for a regular employee shall be computed to cover all service subsequent to the employee's regular appointment to a position in that class and shall be applicable in the department in which employed as follows:

A. After completion of the probationary period, service credit shall be given for employment in the same, equal, or higher class, including service in other departments, and shall include temporary or intermittent employment in the same class under regular appointment prior to permanent appointment;

B. A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position.

C. Service credit shall be given for previous regular employment of an incumbent in a position that has been reallocated and in which the employee has been continued with recognized standing;

D. Service credit shall be given for service prior to an authorized transfer;

E. Service credit shall be given for time lost during:

1. Jury duty;

2. Disability incurred in line of service;

3. Illness or disability compensated for under any plan authorized and paid for by the City;

4. Service as a representative of a Union affecting the welfare of City employees;

5. Service with the armed forces of the United States, including, but not exceeding, twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

18.10 Service credit for purposes of layoff shall not be recognized for the following:

A. For service of a regular employee in a lower class to which the employee has been reduced and in which the employee has not had regular standing, except from the time of such reduction;

B. For any employment prior to a separation from the service other than by a resignation that has been withdrawn within sixty (60) days from the effective date of the resignation and bears the favorable recommendation of the appointing authority and is approved by the Seattle Human Resources Director;

18.11 The City agrees to support employees facing layoff by providing the Project Hire program during the term of this Agreement. If a department is hiring for a position in which the employee is qualified, and if no business reason would otherwise make the employee unsuitable for employment, the employee will be interviewed for the vacancy. This provision does not create any guarantee or entitlement to any position. The Project Hire guidelines apply.

ARTICLE 19 – SAFETY STANDARDS

19.1 All work shall be done in a competent manner and in accordance with the State of Washington Safety Codes and the City of Seattle Safety Rules and Policies.

19.2 Upon request of the Union, a department shall provide notice of the safety committees on which members of this bargaining unit are represented and the regularly scheduled meeting dates.

19.3 Citywide Health and Safety Committee – The Employer and the Coalition of City Unions ("CCU") shall form a City-wide health and safety committee. CCU member unions shall appoint no more than ten (10) members of the committee. The Employer shall appoint a maximum of 10 members to the committee. The committee shall convene at least quarterly. The Parties may meet more frequently by mutual agreement.

19.4 Departmental Health and Safety Committee – Each City department will form joint safety committees in accordance with WISHA requirements at each permanent work location where there are eleven (11) or more employees. Where there is need, safety committees may also be formed at division levels, and/or unit levels, however these shall not replace the departmental safety committee.

When setting up safety committee elections, a department will notify the unions represented at that location and the union shall have 14 days to provide the City with a list of union appointed members proportionate to their representation at the location. Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the appropriate Appointing Authority for review and action, as necessary. The Appointing Authority or designee will report follow-up action/information to the Safety Committee.

19.5 Employee Workplace Safety – The City shall make reasonable efforts to provide an environment free from violence, harassment and other hazardous conditions When the Union or employee(s) report a hazardous conditions in the City operated workplace, the City shall conduct a risk assessment to identify potential hazards and make efforts to mitigate any findings. Both the risk assessment and mitigation plan will be shared with the impacted labor Unions.

Recognizing the health and safety impacts of climate change to workers and the community, City Departments shall follow OSHA/WISHA guidelines and recommendations in order to create written worksite safety plans to prevent heat-related illness and ensure emergency preparedness for employees in the event of extreme outdoor heat.

Ergonomic Assessments - At the request of an employee, the Employer will ensure that an ergonomic assessment of the employee's workplace is completed in City facilities. Solutions to identified issues/concerns will be implemented within available resources.

Air Quality Assessments - Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with the safety committee section above.

Pandemic Health and Safety - The City will follow guidelines as set by the CDC and local Public Health entities with regard to any pandemic or disease outbreak.

ARTICLE 20 – PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

20.1 The following shall define terms used in this Article:

20.1.1 Probationary Period - A twelve (12)-month period of employment following an employee's initial regular appointment within the Civil Service to a position.

20.1.2 Regular Appointment - The authorized appointment of an individual to a position covered by Civil Service.

20.1.3 Trial Service Period/Regular Subsequent Appointment - A twelve (12)-month trial period of employment of a regular employee beginning with the effective date of a subsequent, regular appointment from one classification to a different classification; through promotion, or transfer to a classification in which the employee has not successfully completed a probationary or trial service period; or rehire from a Reinstatement Recall List to a department other than that from which the employee was laid off.

20.1.4 Regular Employee - An employee who has successfully completed a twelve (12)-month probationary period and has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.

20.1.5 Revert - To return an employee who has not successfully completed the trial service period to a vacant position in the same class and former department (if applicable) from which the employee was appointed.

20.1.6 Reversion Recall List - If no such vacancy exists to which the employee may revert, the employee will be removed from the payroll and the employee's name placed on a Reversion Recall List for the class/department from which the employee was removed.

20.2 Probationary Period/Status of Employee - Employees who are initially appointed to a position shall serve a probationary period of twelve (12) months.

The probationary period shall provide the department with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the position, and to terminate any employee whose work performance fails to meet the required standards.

20.3 An employee shall become regular after having completed their probationary period unless the individual is dismissed under provisions of Section 20.4 and 20.5.

20.4 Probationary Period/Dismissal - An employee may be dismissed during their probationary period after having been given written notice five (5) working days prior to the effective date of dismissal. However, if the department believes the best interest of the City requires the immediate dismissal of the probationary employee, written notice of only one (1) full working day prior to the effective date of the dismissal shall be required. The reasons for the dismissal shall be filed with the Seattle Human Resources Director and a copy sent to the Union.

20.5 An employee dismissed during the probationary period shall not have the right to appeal the dismissal. When proper advance notice of the dismissal is not given, the employee may enter an appeal (for payment of up to five (5) days' salary), which the employee would have otherwise received had proper notice been given. If such a claim is sustained, the employee shall be entitled to the appropriate payment of salary but shall not be entitled to reinstatement.

20.6 Trial Service Period - An employee who has satisfactorily completed the probationary period and who is subsequently appointed to a position in another classification shall serve a twelve (12) month trial service period, in accordance with Section 20.1.3.

The trial service period shall provide the department with the opportunity to observe the employee's work and to train and aid the employee in adjustment to the position, and to revert such an employee whose work performance fails to meet required standards.

20.7 An employee who has been appointed from one classification to another classification within the same or different department and who fails to satisfactorily complete the trial service period shall be reverted to a vacant position within the former department and classification from which the employee was appointed.

20.8 Where no such vacancy exists, such employee shall be given fifteen (15) calendar days' written notice prior to being placed on a Reversion Recall List for the employee's former department and former classification and being removed from the payroll.

20.9 Employees who have been reverted during the trial service period shall not have the right to appeal the reversion.

20.10 The names of regular employees who have been reverted for purposes of re-employment in their former department shall be placed upon a Reversion Recall List for the same classification from which they were promoted or transferred for a period of one (1) year from the date of reversion.

20.11 If a vacancy is to be filled in a department and a valid Reversion Recall List for the classification for that vacancy contains the name(s) of eligible employees who have been removed from the payroll from that classification and from that department, such employees shall be reinstated in order of their length of service in that classification. The employee who has the most service in that classification shall be the first reinstated.

20.12 Where an employee whose name is on a valid Reversion Recall list for a specific job classification accepts employment with the City in that same job classification, the employee's name shall be removed from the Reversion Recall List. Refusal to accept placement from a Reversion Recall List to a position the same, or essentially the same, as that which the employee previously held shall cause an employee's name to be removed from the Reversion Recall List, which shall terminate rights to reemployment under this Reversion Recall List provision.

20.13 Where an employee whose name is on a valid Reversion Recall list accepts employment with the City in another class or department, the employee's name shall be removed from the Reversion Recall List.

20.14 A reverted employee shall be paid at the step of the range that the employee normally would have received had the employee not been appointed.

20.15 Subsequent Appointments During Probationary Period or Trial Service Period - If a probationary employee is subsequently appointed in the same classification from one department to another, the receiving department may, with approval of the Seattle Human Resources Director, require that a complete twelve (12) month probationary period be served in that department. If a regular employee or an employee who is still serving a trial service period is subsequently appointed in the same classification from one department to another, the receiving department may, with the approval of the Seattle Human Resources Director, require that a twelve (12) month trial service period be served in that department.

20.16 If a probationary employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month probationary period in the new classification. If a regular employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month trial service period in the new classification.

20.17 Within the same department, if a regular employee is appointed to a higher classification while serving in a trial service period, the trial service period for the lower classification and the new trial service period for the higher classification shall overlap, provided that the higher and lower classifications are in the same or a closely related field. The employee shall complete the term of the original trial service period and be given regular status in the lower classification. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

20.18 Within the same department, if a probationary employee is regularly appointed to a higher classification while serving in a probationary period, the probationary period and the new trial service period for the higher classification shall overlap, provided the higher and the lower classifications are in the same or a closely related field. The employee shall complete the term of the original probationary period and be given regular standing in the lower class. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

20.19 The probationary period shall be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness (or is otherwise protected by SMC 14.16 or other laws such as RCW 49.46.210), vacations, jury duty, and military leaves shall not result in an extension of the probationary period, but upon approval of the Seattle Human Resources Director, an employee's probationary period may be extended so as to include the equivalent of a full twelve (12) months of actual service where there are numerous absences.

20.20 Nothing in this Article shall be construed as being in conflict with provisions of Article 18.

ARTICLE 21 – GENERAL CONDITIONS

21.1 Upon request of the Union, a labor-management meeting will be convened to discuss new vehicles or equipment assigned to be driven or operated by employees within the bargaining unit.

21.2 Upon request of the Union, a labor-management meeting will be convened to discuss employee requests for training, the available funding, and processes for job application and career advancement.

21.3 Identification Cards - Picture identification cards may be issued to employees by the City, and if so, shall be worn in a sensible, but conspicuous place on their person by all such employees or as reflected in the current practice of the department. Any such picture identification cards shall identify the employee by name, department and photograph, consistent with the practice of each department. The cost of replacing the card damaged due to normal wear and tear shall be borne by the City.

21.4 Ethics and Elections Commission - Nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics, including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement, and, as such, are not subject to the Grievance Procedure contained within this Agreement. Records of any fines imposed or monetary settlements shall not be included in the employee's personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court.

In the event the Employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline shall apply. No record of the disciplinary recommendations by the Commission shall be placed in the employee's personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.

21.5 Flexcar Program - If the City intends to implement a flexcar program in a manner that would constitute a benefit for any employee(s) represented by a Union that is a member of the Coalition of City Unions, the parties agree to open negotiations to establish the elements of said program that are mandatory subjects of bargaining prior to program implementation.

21.6 Parking Past Practice - In exchange for all of the foregoing, the parties to the Memorandum of Understanding hereby acknowledge and affirm that a past practice shall not have been established obligating the City to continue to provide employee parking in an instance where employees were permitted to park on City property at their work location if the City sells the property, builds on existing parking sites, or some other substantial change in circumstance occurs. However, the City shall be obligated to bargain the impacts of such changes.

21.6.1 Commute Trip Reduction Parking Rates - Effective January 1, 2020, the City proposes to increase the Commute Trip Reduction ("CTR") parking benefit cost to the employee from $7.00 to $10.00.

21.7 Call back/Standby – Waste Water Collection Crew Chief - When a Drainage and Waste Water Collection Crew Chief is required to respond to a call out, the Crew Chief shall be paid the Waste Water Collection District Crew Chief rate of pay, for all hours worked, within a two (2) hour minimum.

When an above Crew Chief is on standby, the Crew Chief shall be paid ten percent (10%) of the District Crew Chief rate for all hours required in said standby position.

21.8 If the pay differential becomes less than four percent (4%) between the top step of a Crew Chief's rate of pay and the top step of the Crew Chief's subordinate line staff rate of pay, the Union may request a meeting with the City to discuss the rate of pay.

21.9 Seattle Department of Transportation - When employees in Street Maintenance Crew Chief and Street Maintenance Supervisor classifications represented by the Washington State Council of County and City Employees, AFSCME Local 21Z, perform the same body of work during the cleanup of an illegal encampment as employees in classifications represented by Public Service and Industrial Employees Local 1239, those employees shall receive "Encampment Pay" under the following terms and conditions:

1. Employees shall receive a premium pay of ten percent (10%) of their regular hourly wage in addition to their respective regular hourly wage rate for all hours assigned to sort and/or remove materials associated with illegal encampments.

2. The assignment of sorting and/or removing of materials associated with illegal encampments are additional duties that shall be assigned at the sole discretion of the appointing authority. As an additional duty, this work includes the physical removal of encampment materials at the encampment site, such as sorting, bagging, cleaning and removal of personal belongings. Such assignment does not include typical Crew Chief or Supervisor duties associated with an illegal encampment.

This provision shall be in effect when the City, in its sole discretion, posts an area with a "72-hour Notice and Order to Remove Personal Property", for the purpose of sorting and/or removing

materials associated with an illegal encampment and subsequently cleans the area. This shall not include postings providing notice that a removal has already occurred.

21.10 During the term of this Agreement, the City and the Union agree to enter into bargaining on impacts associated with the following:

A. Changes associated with revisions made to the Affordable Care Act (ACA).

B. Changes arising from or related to the Washington Paid Family and Medical Leave Program (Title 50A RCW) including, but not limited to, changes to the City's current paid leave benefit which may arise as a result of final rulemaking from the State of Washington, which may include changes to the draw down requirements associated with the City's Paid Family and Parental Leave programs.

21.11 Telecommuting - Nothing in this Article abridges the Employer's rights enumerated within this Agreement.

Telecommuting is an arrangement in which an employee's job duties may be performed at an alternative worksite, such as the employee's residence or a satellite office located closer to the employee's residence than the primary worksite where the employee is regularly assigned.

Telework is recognized by the City and its employees as a practical, feasible and durable work alternative when it benefits the City of Seattle in one (1) or more of the following ways:

A. Maintains and enhances the delivery and resilience of City services;
B. Improves employee effectiveness, productivity and morale;
C. Maximizes utilization of City of Seattle office facilities;
D. Reduces absenteeism;
E. Promotes employee health and wellness, including ergonomic health;
F. Improves employee recruitment and retention;
G. Improves air quality and reduce traffic congestion;
H. Enhances the working life and opportunities of persons with disabilities; and
I. Other reasons as defined by the appointing authority.

21.11.1 Telecommuting Agreement – Telecommuting is encouraged but not mandated for employees, including temporary employees. Each bargaining unit member will have the opportunity to request a telecommuting agreement. The bargaining unit member must submit the request in writing to the City.

The City and the bargaining unit member will evaluate the feasibility of a request through an interactive process consistent with Personnel Rule 9.2 -Telecommuting. The City will consider all information provided by the bargaining unit member, including but not limited to health and safety, childcare, elder care and other family care, equity and transportation needs when making a decision on whether to grant a request.

When reporting to a primary worksite is required by an "in-office" weekly minimum policy, four hours work shall constitute an "in office" shift and the minimums may be met based on an average within a pay period. "In office" will include field work such as, but not limited to, inspections, public meetings, trainings, events and work at City designated facilities, provided the employee is in paid status and performing work on behalf of the City.

The employee shall report to the employing unit's primary worksite for public-facing services when so directed.

The employee shall take reasonable precautions to protect City owned equipment, if any, from theft, damage, or misuse. It remains the employer's responsibility to insure equipment used for approved telecommuting purposes.

The decision whether or not to grant a telecommuting agreement must be in writing and must include the reason(s) for the denial or approval, and provided to the employee.

Supervisors will add information about telecommuting agreement eligibility to position descriptions and job postings.

Working relationship between supervisor and employee, negative performance reviews and/or employee disciplinary history unrelated to telecommuting may not be considered as the sole basis for denial of a telecommuting agreement request unless the City has documented a nexus between the performance/discipline and the remote work request.

Denied telecommuting agreement requests will be reported to the Union. The bargaining unit member will have the opportunity to request a reconsideration of a denial to the Appointing Authority or designee.

21.11.2 Changes to Agreed Telecommuting Agreements – Employees approved for telecommuting acknowledge and recognize that business and/or employee needs arise that may necessitate a temporary deviation from an approved telecommuting agreement. The City or employee shall provide as much advance notice as possible. Alternative deviations may be considered and such deviations, whenever possible, should be infrequent.

The terms and conditions of individual telecommuting agreement shall be set forth in completed and signed remote work agreements with a copy provided to the Union.

The City or the bargaining unit member may terminate a telecommuting agreement, in writing, with a minimum advance notice of thirty (30) calendar days. When the City terminates a Telecommuting Agreement, the employee must receive written notification stating the reason(s) for the termination. Upon receiving written

notification of termination, the employee may appeal the termination of the schedule to the department head. The employee may have a union representation during an appeal meeting.

21.12 Change Team IBB - No later than sixty (60) days after the full ratification of this Agreement, the Parties agree to initiate interest-based bargaining (IBB) on the subject of Change Team co-lead compensation, workload balance, and workplace protections. The Parties further agree that both the Director of Human Resources or designee(s), equal numbers of management and labor representatives and up to six (6) members of department Change Teams will be members of the IBB negotiation team. Upon completion of IBB, the Parties may agree by mutual consent to reopen this Agreement to incorporate agreed upon language. The Parties acknowledge that any new or modified language developed in IBB may need parameter approval from the LRPC and adoption by the Seattle City Council in order to be enforceable.

21.13 Dependent Care Task Force - The City and the Coalition of City Unions recognize a common interest in supporting employees by increasing access to safe, affordable, and quality dependent care services.

To meet this interest, the Parties will convene a joint Task Force to study options for a possible child and dependent care benefit program, including the possibility of a multi-employer dependent care voucher program. The joint Task Force shall be made up of equal numbers of labor representatives and representatives of the City.

The Task Force assessment should include an analysis of the need for dependent care by City employees, affordability, quality, location of child and adult care providers, and the administrative infrastructure needed to oversee the program. The assessment should also include an analysis of the costs and benefits of a dependent care benefit program and possible revenue sources such as the potential excess Health Insurance Rate Stabilization Fund. By mutual agreement, the Task Force may consult with outside experts to help with the assessment.

The Task Force shall provide a written report, with its analysis and recommendations, no later than end of year 2024.

21.14 Encampment Clean-Up Safety and Compensation - The Parties agree to examine the City's safety protocols and encampment premium as each relates to homeless encampment clean-up. During the term of this Agreement, the City and impacted Coalition unions agree to meet and discuss existing practices and to consider potential improvements to the existing safety protocols and encampment premium. Should the Parties reach Agreement in principle on any changes to the safety protocols, the City agrees, subject to the approval of the City Council and the Mayor, to reduce such agreement to writing.

ARTICLE 22 – DISCIPLINARY ACTIONS

22.1 The City may discipline, suspend, demote, or discharge an employee for just cause.

22.2 The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:

A. Verbal warning, which shall be accompanied by a notation in the employee's personnel file;

B. Written reprimand;

C. Suspension;

D. Demotion; or

E. Discharge.

22.3 Coaching and counseling are deemed to be means of communicating and addressing performance deficiencies or behavioral problems to an employee and are not grievable.

22.4 Which disciplinary action is taken will depend upon the circumstances, including the seriousness of the employee's misconduct. The City maintains the right to take disciplinary action as it deems appropriate, which may include advancing to an appropriate step in the progressive discipline process to address major disciplinary offenses.

22.5 Provided the employee has received no further or additional discipline in the intervening period, a verbal warning or written reprimand may not be used for progressive discipline after two years other than to show notice of any rule or policy at issue.

22.6 Discipline that arises as a result of a violation of workplace policies or City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence, shall not be subject to 22.5 above.

ARTICLE 23 – LABOR-MANAGEMENT CONFERENCE COMMITTEE

23.1 The City and the Union agree to convene a joint Conference Committee at the written request of either party to this Agreement. The Conference Committee shall consist of no more than three (3) representatives of each of the parties and shall include the Staff Representative of the Union or designee and the City of Seattle Director of Labor Relations or designee. When the issues to be discussed pertain to a single department, the other members of each party's committee shall be from the given department. Any increase in either party's committee members must be through mutual agreement of the parties. The purpose of the committee is to deal with matters of general concern to the Union and/or the City or a particular department, as opposed to individual complaints of employees; provided, however, it is understood that the Conference Committee shall function in a consultative capacity and shall not be considered a decision-making body. Either the Union representatives or the City representatives may initiate a discussion of any subject of a general nature affecting employees covered by this Agreement. All written requests for a committee meeting shall contain specific reasons for the meeting, including the subject(s) and the names of committee members.

23.2 Employment Security - Labor and management support continuing efforts to provide the best service delivery and the highest quality service in the most cost-effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing workplace issues, including administrative and service delivery productivity, efficiency, quality controls, and customer service.

Labor and management agree that, in order to maximize participation and results from the Employee Involvement Committees (EIC), no one will lose employment or equivalent rate of pay with the City of Seattle because of efficiencies resulting from an EIC initiative.

In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate their rights under this employment security provision.

23.3 Labor-Management Leadership Committee - The Labor-Management Leadership Committee will be a forum for communication and cooperation between labor and management to support the delivery of high-quality, cost-effective service to the citizens of Seattle while maintaining a high-quality work environment for City employees.

23.3.1 The management representatives to the Committee will be determined in accordance with the Labor-Management Leadership Committee Charter. The Coalition of City Unions will appoint a minimum of six (6) labor representatives and a maximum equal to the number of management representatives of the Committee. The Co-chairs of the Coalition will be members of the Leadership Committee.

ARTICLE 24 – SUBORDINATION OF AGREEMENT

24.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, state law, and the City Charter. When any provisions thereof are in conflict with the provisions of this Agreement, the provisions of said federal law, state law, or City Charter are paramount and shall prevail.

24.2 It is also understood that the parties hereto and the employees of the City are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE 25 – SAVINGS CLAUSE

25.1 If an article of this Agreement or any addendum thereto should be held invalid by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

ARTICLE 26 – ENTIRE AGREEMENT

26.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

26.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE 28 – TERM OF AGREEMENT

27.1 This Agreement shall become on January 1, 2023 and shall remain in effect through December 31, 2026. Written notice must be served by both parties of their intent to terminate or modify this Agreement at least ninety (90) but not more than one hundred and twenty (120) days prior to December 31, 2026. Any modifications requested by either party shall be presented at the parties' first meeting, and any modifications requested at a later date shall not be subject to negotiations, unless mutually agreed upon by both parties.

Signed this _____ day of _____, 2024.
Executed under authority of Ordinance No. _____

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL 21Z	CITY OF SEATTLE
_____	_____
Zach Dugovich, Staff Representative	Bruce Harrell, Mayor
_____	_____
Mario Caoile, Local 21-Z President	Shaun Van Eyk, Labor Relations Director

APPENDIX A
ANNUAL WAGE INCREASES

These rates listed below are illustrative of the increases provided for in Sections 7.2, 7.3, and 7.4 of this Agreement. Any discrepancies shall be governed by Sections 7.2, 7.3, and 7.4.

Section 1.1 Hourly Rates-Effective January 4, 2023:

	Step 1	Step 2	Step 3	Step 4
Constr&Repair CC	41.69	43.24	45.07	
Disposal CC I	42.39	44.22	45.81	
Disposal CC II	45.51	47.20	49.01	
Drainage&Wstwtr Coll CC	46.73	48.49	50.58	52.92
Street Maint CC	41.69	43.24	45.07	
Street Maint Supv	45.07	46.71	48.60	
Street Paving CC	42.39	44.22	45.81	
Wstwtr Coll District CC	49.59	51.43	53.46	

Section 1.2 Hourly Rates Effective January 3, 2024:

	Step 1	Step 2	Step 3	Step 4
Constr&Repair CC	43.56	45.18	47.09	
Disposal CC I	44.30	46.21	47.87	
Disposal CC II	47.55	49.32	51.22	
Drainage&Wstwtr Coll CC	50.11	52.00	54.24	56.75
Street Maint CC	43.56	45.18	47.09	
Street Maint Supv	47.09	48.82	50.79	
Street Paving CC	44.30	46.21	47.87	
Wstwtr Coll District CC	51.82	53.74	55.86	

Section 1.3 Hourly Rates Effective January 4, 2025

Effective January 4, 2025, employees base wages will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%).

Section 1.4 Hourly Rates Effective January 10, 2026

Effective January 10, 2026, employees base wages will be increased one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

APPENDIX B

The following MOU attached hereto as Appendix B and signed by the City of Seattle and Local 77 ("Parties"), is adopted and incorporated as an Appendix to this Agreement to address certain matters with respect to membership and payroll deductions after the U.S. Supreme Court's decision in Janus v. AFSCME. The Agreement is specific and limited to the content contained within it. Nothing in the MOU is intended, nor do the Parties intend, for the MOU to change the ability to file a grievance on any matter of dispute which may arise over the interpretation or application of the collective bargaining agreement itself. Specifically, nothing in the MOU is it intended to prevent the filing of a grievance to enforce any provision of Article 3, Union Membership and Dues. Any limitations on filing a grievance that are set forth in the MOU are limited to actions that may be taken with respect to the enforcement of the MOU itself, and limited specifically to Section B of the MOU. The Parties agree that the attached MOU shall last through the term of this Agreement, December 31, 2022.

Section A of the MOU has been incorporated into the collective bargaining as Article 4 – Union Membership and Dues.

MEMORANDUM OF UNDERSTANDING

By and Between

THE CITY OF SEATTLE
and
COALITION OF CITY UNIONS

(Amending certain collective bargaining agreements)

Certain Unions representing employees at the City of Seattle have formed a coalition (herein referred to as "Coalition of City Unions") to collectively negotiate the impacts of the *Janus v. AFSCME* Supreme Court decision and other conditions of employment with the City of Seattle (herein referred to as "City;" together the City and this Coalition of City Unions shall be referred to as "the Parties"); and,

This Coalition of City Unions for the purpose of this Memorandum of Understanding (MOU) shall include the following individual Unions, provided that the named Unions are also signatory to this MOU: the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 104; the International Union of Painters and Allied Trades District Council#5; the Inlandboatmen's Union of the Pacific; Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 11 7; the International Brotherhood of Electrical Workers, Local 46; the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32; the International Brotherhood of Teamsters, Local 763; the International Union of Operating Engineers, Local 286; the UNITE Hotel Employees & Restaurant Employees, Local 8; the Public Service & Industrial Employees, Local 1239; the Washington State Council of County and City

Employees, Local 21; the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, Local 15; the Sheet Metal Workers International Association, Local 66; the Seattle Municipal Court Marshals' Guild; the Pacific Northwest Regional Council of Carpenters; the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289; the Seattle Parking Enforcement Officers Guild; the Seattle Police Dispatchers' Guild; the Seattle Police Management Association; and the Seattle Police Officers' Guild.

Background

In June of 2018, the United States Supreme Court issued the *Janus v. AFSCME* decision. In response to this change in circumstances, this Coalition of City Unions issued demands to bargain regarding the impacts and effects of the *Janus v. AFSCME* Supreme Court decision. Included in the Parties collective bargaining agreements is a subordination of agreement clause that in summary states, It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, City Charter, and state law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal law, City Charter, or state law are paramount and shall prevail.

The parties have agreed to engage in negotiations over the impacts and effects of this change in circumstances to reflect compliance with the *Janus v. AFSCME* Supreme Court decision.

Agreements

Section A. Amended Union Dues and Membership Language

The Parties agree to amend and modify each of the Parties' collective bargaining agreements as follows:

Article X - Union Engagement and Payroll Deductions

The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The performance of this function is recognized as a service to the Union by the City and The City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only. The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from Union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit. The Union and a shop steward/member leader will have at least thirty (30) minutes

with such individuals during the employee' s normal working hours and at their usual worksite or mutually agreed upon location.

The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement. At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of their bargaining unit attending the Orientation.

The individual Union meeting and NEO shall satisfy the City' s requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

New Employee and Change in Employee Status Notification: The City shall supply the Union with the following information on a monthly basis for new employee's: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.

Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of their dues authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the union that the terms of the employee's authorization regarding dues deduction revocation have been met. The City will refer all employee inquiries or communications regarding union dues to the appropriate Union.

Section B. Agreement on Impacts of the *Janus v. AFSCME* Supreme Court Decision

The Parties further agree:

I. Member Training: During each year of this agreement a Union's principal officer may request that Union members be provided with at least eight (8) hours or one (1) day, whichever is greater, of paid release time to participate in member training programs sponsored by the Union. The Parties further agree that the release of employees shall be three (3) employee representatives per each Union in an individual Department; or two percent (2%) of a single Union's membership per each department, to be calculated as a maximum of two percent (2%) of an individual Union's membership in that single department (not citywide), whichever is greater. The approval of such release time shall not be unreasonably denied for arbitrary and/or capricious reasons. When granting such requests, the City will take into consideration the operational needs of each Department. At its sole discretion, the City may approve paid release time for additional employee representatives from each Department on a case-by-case basis.

2. The Unions shall submit to the Office of Labor Relations and the Department as far in advance as possible, but at least fourteen (14) calendar days in advance, the names of those members who will be attending each training course. Time off for those purposes shall be approved in advance by the employee's supervisor.

3. New Employees: The City shall work with the Seattle Department of Technology to develop an automated system to provide the Union with the following information within ten (IO) working days after a new employee's first day of work: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate, FTE status. Until the process has been automated the departments may provide the Union notice at the same time the department notifies SDHR benefits, by sending an email to the Union providing the notice of hire. Upon automation departments may elect to not provide notice to the Unions and official notice will only be given by SDHR. The Parties agree to continue to work with departments to provide notice of new hires to the Union no later than IO working days from the employee first day of work.

4. This agreement is specific and limited to the referenced demand to bargains and the associated negotiations related to the impacts regarding the *Janus v. AFSCME* decision and sets no precedent or practice by the City and cannot be used or introduced in any forum or proceeding as evidence of a precedent or a practice.

5. Issues arising over the interpretation, application, or enforceability of the provisions of this agreement shall be addressed during the Coalition labor management meetings and shall not be subject to the grievance procedure set forth in the Parties ' collective bargaining agreements.

6. The provisions contained in " Section B" of this MOU will be reviewed when the current collective bargaining agreements expire. The Parties reserve their rights to make proposals during successor bargaining for a new agreement related to the items outlined in this MOA.

7. This Parties signatory to this MOU concur that the City has fulfilled its bargaining obligations regarding the demand to bargains filed as a result of the *Janus v. AFSCME* Supreme Court decision.

SIGNED this_____day of_____2018.

Executed under the
Authority of Ordinance
No. __ __ __ __

FOR THE CITY OF SEATTLE:

Jenny A. Durkan,
Mayor

~~Susan McNab,~~ Bobby Humes
Interim Seattle Human Resources Director

Laura A. Southard,
Deputy Director/Interim Labor Relations Director

SIGNATORY UNIONS:

Elizabeth Rockett, Field Representative
IU Painters and Allied Trades,
District Council #5

Natalie Kelly, Business Representative
HERE, Local 8

Andrea Friedland, Business Representative
IATSE, Local 15

Amy Bowles, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support

Ray Sugarman, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support

Shaun Van Eyk, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors

Mark Watson, Union Representative
WSCCCE, Council 2, Local 21, 21C, 21Z, 2083
& Local 21-PA Assistant

Steven Pray, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors

Kurt Swanson, Business Representative
UA Plumbers and Pipefitters Local 32

Janet Lewis, Business Representative
IBEW, Local 46

Kal Rohde, Business Representative
Sheet Metal Workers, Local 66

Brian Self, Business Representative
Boilermakers Union, Local 104

John Scearcy, Secretary-Treasurer
Teamsters, Local 117; JCC and Community
Service Officers & Evidence Warehousers

Mike Bolling, Business Representative
IU Operating Engineers, Local 286

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289 & 79

Scott A. Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC

Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security Officers (JCC); Local 1239 Recreation Unit

Peter Hart, Regional Director
Inland Boatmen's Union of the Pacific

Dave Quinn, Business Representative
Pacific Northwest Regional Council of Carpenters

Scott Fuquay, President
Seattle Municipal Court Marshals' Guild
IUPA, Local 600

Michael Cunningham, President
Seattle Police Dispatchers' Guild

Nanette Toyoshima, President
SPEOG, Seattle Parking Enforcement Officers' Guild

Scott Bachler, President
Seattle Police Management Association

Kevin Stuckey, President
Seattle Police Officers' Guild

Brandon Hemming, Business Representative
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Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security Officers (JCC); Local 1239 Recreation Unit

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Seattle Municipal Court Marshals' Guild
IUPA, Local 600

Michael Cunningham, President
Seattle Police Dispatchers' Guild

Nanette Toyoshima, President
SPEOG, Seattle Parking Enforcement Officers' Guild

Scott Bachler, President
Seattle Police Management Association

Kevin Stuckey, President
Seattle Police Officers' Guild

APPENDIX C

LETTER OF AGREEMENT

BETWEEN

THE CITY OF SEATTLE

And

THE COALITION OF CITY UNIONS

WORK/LIFE SUPPORT COMMITTEE

The City of Seattle and the Coalition of City Unions agree to enter into the following Memorandum of Agreement to create and address certain topics at a Work/Life Support Committee. The terms of the Letter of Agreement are as follows:

1) **Purpose.** The Work/Life Support Committee ("WLSC") shall be a City-wide labor management committee to promote an environment for employees that supports and enhances their ability to meet their responsibilities as employees of the City of Seattle and support their work/life balance. The WLSC may provide recommendations to the Mayor and City Council on programs and policies that further support work/life balance.

2) **Workplan.** The WLSC shall develop an annual workplan to identify programs and policies that promote a work/life balance for City employees. These may include, but are not limited to, dependent care subsidy/support program for eligible employees, enhancing alternative work arrangements, flexible work hours, job sharing, on-site/near-site child care, expanding the definition of family for access to leave benefits, shift swaps, resource and referral services, emergency level, and back-up care. The WLSC may conduct and make recommendations no later than March 31 of each year.

3) **Membership.** The membership of WLSC shall be made up of the Mayor or designee, the Director of Labor Relations or designee, up to five Directors or designee from City departments, and members designated by the Coalition of City Unions ("CCU") at equal numbers as the management representatives. If a CCU designee is a City employee, they shall notify their supervisor. Management will not unreasonably deny the participation of City employees on paid release time to serve on the WLSC.

4) **Meetings.** The WLSC shall meet at least four (4) times per calendar year. The WLSC may meet more frequently if necessary if all parties agree.

5) **Additional Resources.** The WLSC may establish subcommittees that include other department representatives and/or subject matter experts. These subcommittees shall conform with rules established by the WLSC.

6) **Authority.** The WLSC and its subcommittee(s) shall not have the authority to change, amend, modify or otherwise alter collective bargaining agreements.

Kal Rohde, Business Representative
Sheet Metal Workers, Local 66

Brian Self, Business Representative
Boilermakers Union, Local 104

John Scearcy, Secretary-Treasurer
Teamsters, Local 117; JCC and Community Service Officers & Evidence Warehousers

Mike Bolling, Business Representative
IU Operating Engineers, Local 302

Scott Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC and Municipal Court

Mary Keefe, Business Agent
Teamsters, Local 763; JCC and Municipal Court

Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security Officers (JCC); Local 1239 Recreation Unit

Peter Hart, Regional Director
Inland Boatmen's Union of the Pacific

Dave Quinn, Business Representative
Pacific Northwest Regional Council of Carpenters

Scott Fuquay, President
Seattle Municipal Court Marshals' Guild
IUPA, Local 600

Cory Ellis, President
Seattle Police Dispatchers' Guild

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289 & 79

AGREEMENT

by and between

THE CITY OF SEATTLE

and

TEAMSTERS LOCAL UNION No. 117

EVIDENCE CONTROL SPECIALIST AND COMMUNITY SERVICE OFFICER UNIT

Effective January 1, 2023 through December 31, 2026

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ARTICLE 1 - NONDISCRIMINATION

1.1 The City and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, sexual orientation, gender identity, political ideology, ancestry, veteran status, or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification reasonably necessary to the operations of the City. Allegations of discrimination shall not be a proper subject for the grievance procedure herein, but may instead be addressed by a charge with the appropriate human rights agency.

ARTICLE 2 - RECOGNITION, BARGAINING UNIT, AND TEMPORARY EMPLOYMENT

2.1 The City recognizes the Union as the exclusive collective bargaining representative for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington, for employees employed within the bargaining unit defined in Appendix "A", “B” and “C” of this Agreement. For purposes of this Agreement and the bargaining unit described herein, the following definitions shall apply:

2.1.1 The term "employee" shall be defined to include probationary employees, regular employees, full-time employees, part-time employees, and temporary employees not otherwise excluded or limited in the following Sections of this Article.

2.1.2 The term "probationary employee" shall be defined as an employee who is within their first twelve (12) month trial period of employment following their initial regular appointment within the Civil Service.

2.1.3 The term "regular employee" shall be defined as an employee who has successfully completed a twelve (12) month probationary period and who has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.

2.1.4 The term "full-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule of forty (40) hours per week.

2.1.5 The term "part-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule averaging at least twenty (20) hours, but less than forty (40) hours per week.

2.1.6 A temporary employee is an employee assigned in a temporary assignment defined as one of the following types:

A. Position Vacancy: An interim assignment(s) of less than one (1) year to a vacant regular position to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent; or

B. Incumbent Absence: An interim assignment for short-term replacement of a regular employee of up to one (1) year when the incumbent is temporarily absent; or

C. Short-term Assignment: An assignment of up to one (1) year to perform work in response to emergency or unplanned needs such as peak

workload, special project, or other short-term work that does not recur and does not continue from year to year; or

D. Less than Half-time Assignment: A less than half-time assignment for seasonal, on-call, intermittent or regularly scheduled work that may be ongoing or recur from year to year, but does not exceed one thousand forty (1040) hours per year except as provided in Personnel Rule 11; or

E. Term-limited Assignment: A term-limited assignment for a period of more than one (1) year but fewer than three (3) years for time-limited work related to:

1. A specific project, grant or other non-routine substantial body of work, or for the replacement of a regularly appointed employee when that employee is absent on long-term disability, time loss, medical or military leave of absence.

2. Replacement of a regularly appointed employee who is assigned to special term-limited project work; or

3. Replacement of a regularly appointed employee who has been released for Union Leave pursuant to Section 13.18.

2.1.7 The term "interim basis" shall be defined as an assignment of an employee or employees to fill a vacancy in a budgeted position for a short period while said position is waiting to be filled by a regularly appointed employee.

2.2 Temporary employees shall be exempt from all provisions of this Agreement except Sections 2.2; 2.2.1; 2.2.2; 2.2.2.1; 2.2.2.2; 2.2.3; 2.2.4; 2.2.5 (only applies if Temporary Employees are benefited); 2.2.6; 2.2.7; 2.2.8; 2.2.9; 2.2.10; 2.2.11; 2.5; 4.1; 6.2; 6.2.1; 6.16; 13.1; 13.2 through 13.5; 13.8 for temporary employees as defined under Sections 2.1.6A, 2.1.6B, 2.1.6C, and 2.1.6E;16.1; 16.1.1; 16.2; 16.11; 16.3.2, and Article 5; provided, however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section.

2.2.1 Temporary employees who are not in benefits-eligible assignments shall be paid for all hours worked at the first pay step of the hourly rates of pay set forth within the Appendix covering the classification of work in which they are employed. Temporary employees who are in a benefits-eligible assignment shall receive step increases consistent with Article 10.3.1., 10.3.2. and 10.3.3.

2.2.2 Premiums Applicable Only to City Of Seattle Temporary Employees: Each temporary employee shall receive premium pay, as hereinafter set forth,

based upon the corresponding number of cumulative non-overtime hours worked by the temporary employee:

0001st hour through 0520th hour	5% premium pay
0521st hour through 1,040th hour	10% premium pay
1,041st hour through 2,080th hour	15% premium pay (If an employee worked 800 hours or more in the previous twelve [12] months, they shall receive 20% premium pay.)
2,081st hour +	20% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive 25% premium pay.)

The appropriate percentage premium payment shall be applied to all gross earnings.

2.2.2.1 Once a temporary employee reaches a given premium level, the premium shall not be reduced for that temporary employee as long as the employee continues to work for the City without a voluntary break in service, as set forth within Section 2.2.8. Non-overtime hours already worked by an existing temporary employee shall apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the City may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.

2.2.2.2 The premium pay in Section 2.2.2 does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage shall be added on to the premium pay percentages for that employee to whom it applies.

2.2.3 Medical, Dental and Vision Coverage to Temporary Employees Who Receive Premium Pay: Once a temporary employee has worked at least one thousand forty (1,040) cumulative non-overtime hours and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, the employee may, within ninety (90) calendar days thereafter, elect to participate in the City's medical, dental and vision insurance programs by agreeing to pay the required monthly premium. To participate, the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or the City, at its discretion, may reduce the premium pay of the employee who chooses this option in an

amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. This shall be a one-time election while employed by the City as a temporary. The temporary employee may not forego this election and later decide to change their mind. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion shall be dropped from City medical dental and vision coverage and shall not be able to participate again while employed by the City as temporary unless the employee is converted from receiving premium pay to receiving benefits. If a temporary employee's hours of work are insufficient for their pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

2.2.4 Temporary Employee Holiday Work Premium Pay: A temporary employee who works on any of the specific calendar days designated by the City as paid holidays shall be paid at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for hours worked during their scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1-1/2) times the employee's regular straight-time rate of pay shall apply to those temporary employees who work on the weekend day specified as the holiday.

2.2.5 Temporary, Benefits Eligible Employee Holiday Pay: A temporary employee shall be compensated at their straight-time rate of pay for all officially recognized City holidays that occur subsequent to the employee becoming eligible for fringe benefits, for as long as they remain in such eligible assignment.

1. To qualify for a paid holiday, the employee must be on active pay status the normal scheduled workday before or after the holiday, as provided in Section 12.2.

2. Officially recognized City holidays that fall on Saturday shall be observed on the preceding Friday. Officially recognized City holidays that fall on Sunday shall be observed on the following Monday. If the City's observance of a holiday falls on a temporary employee's normal day off, the employee shall be eligible for another day off, with pay during the same workweek.

3. Temporary employees who work less than eighty (80) hours per pay period shall have their holiday pay pro-rated, based on the number of straight-time hours compensated during the preceding pay period.

4. A temporary employee shall receive two (2) personal holidays immediately upon becoming eligible for fringe benefits, they have has not already received personal holidays in another assignment within the same calendar year.

5. Personal holidays cannot be carried over from calendar year to calendar year, nor can they be cashed out.

6. A temporary employee must use any personal holidays before their current eligibility for fringe benefits terminates. If an employee requests and is denied the opportunity to use their personal holidays during the eligibility assignment, the employing unit must permit them to use and be compensated for the holidays immediately following the last day worked in the assignment, prior to termination of the assignment.

2.2.6 Except for paid sick leave, premium pay set forth within Section 2.2.2 shall be in lieu of the base level of vacation and all other fringe benefits, such as holiday pay, bereavement leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 2.2.2.2, 2.2.3, and 2.2.4. Further, temporary employees shall be eligible for shift pay differential set forth in Section 16.3.2; and overtime meal reimbursement set forth in Section 16.11.

2.2.7 The City may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representative, provide all fringe benefits covered by the premium pay set forth within Section 2.2.2 to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 2.2.2 shall no longer be applicable to that particular group of temporary employees. The City, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representative, provide paid vacation benefits to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees without providing other fringe benefits, and in such event the premium pay in Section 2.2.2 shall be reduced by a percentage amount equivalent to the value of vacation benefits. The applicable amount for base-level vacation shall be recognized as four-point eight one percent (4.81%), which could be higher dependent upon accrual rate increases. The City shall not use this option to change to and from premiums and benefits on an occasional basis. The City may also continue to provide benefits in lieu of all or part of the premiums in Section 2.2.2 where it has already been doing so, and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

2.2.8 A temporary employee who is assigned to a benefits eligible assignment will receive fringe benefits in-lieu-of premium pay until the assignment is converted or terminated.

2.2.9 The premium pay provisions set forth within Section 2.2.2 shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement, or failure to return from an unpaid leave. If the temporary employee has not worked for at least one (1) year (twelve [12] months or twenty-six [26] pay periods) it shall be presumed that the employee's break in service was voluntary.

2.2.10 The City may work temporary employees beyond one thousand forty (1,040) regular hours within any twelve (12) month period; provided, however, the City shall not use temporary employees to supplant budgeted positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 2.2.2, or solely to avoid considering creation of regular positions.

2.2.11 In the event that an interim assignment of a temporary employee to a vacant regular position accrues more than one thousand five hundred (1500) hours, the City shall notify the union that a labor-management meeting shall take place within two (2) weeks for the purpose of discussing the status of filling the vacant position prior to one (1) year.

2.2.11.1 A temporary employee not working in a term-limited assignment, who has worked in excess of five hundred twenty (520) regular hours, and who is appointed to a regular position without a voluntary break in service greater than thirty (30) days, shall have their temporary service counted towards salary placement (where appropriate) and eligibility for medical, vision and dental benefits under Article 14, provided the service was in a job title corresponding to the same or higher classification in the same series as the regular appointment. In addition, a temporary employee who is in a limited-term assignment shall receive service credit for layoff purposes if the employee is immediately hired (within seven (7) business days without a break in service) into the same job title and position after the term is completed.

2.2.11.2 Temporary employees covered by this Agreement are eligible to apply for all positions advertised internally.

2.3 The City may establish on-the-job training program(s) in a different classification and/or within another bargaining unit for the purpose of providing individuals an opportunity to compete and potentially move laterally and/or upward into new career fields. Prior to implementation of such a

program(s) relative to bargaining unit employees, the City shall discuss the program(s) with the appropriate Union or Unions and the issue of bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of either party.

2.4 As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or service to the City by various segments of its citizenry. Such programs may result in individuals performing work for the City which is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include student intern programs, court-ordered community service programs, and other programs with similar purposes. Individuals working for the City pursuant to such a program shall be exempt from all provisions of this Agreement.

2.4.1 The City shall have the right to implement new public employment programs or expand its current programs beyond what exists as of the signature date of this Agreement, but where such implementation or expansion involves bargaining unit work and results in a significant departure from existing practice, the City shall give thirty (30) days' advance written notice to the Union of such and upon receipt of a written request from the Union thereafter, the City shall engage in discussions with the Union on concerns raised by the Union. Notwithstanding any provision to the contrary, the expanded use of individuals under such a public employment program that involves the performance of bargaining unit work within a given City department, beyond what has traditionally existed, shall not be the cause of (1) a layoff of regular employees covered by this Agreement; or (2) the abrogation of a regular budgeted full-time position covered by this Agreement that recently had been occupied by a regular full-time employee who performed the specific bargaining unit work now being or about to be performed by an individual under one of the City's public employment programs.

2.5 Cumulative sick leave with pay computed at the same rate and with all benefits and conditions required by Seattle Municipal Code (SMC), Chapter 14.6 and any other applicable laws, such as RCW 49.46.210, shall be granted to all temporary employees not eligible for fringe benefits pursuant to SMC subsection 4.20.055(C).

2.6 The City's temporary employment philosophy and practices will be part of the Labor Management Leadership Committee (LMLC) workplan.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 The management of the City and the direction of the work force are vested exclusively in the City, except as may be limited by an express provision of this Agreement. Without limitation, implied or otherwise, all matters not specifically and expressly covered by this Agreement shall be administered by the City in accordance with such policy or procedure as the City from time to time may determine.

3.2 Except where limited by an express provision of this Agreement, the City reserves the right to manage and operate the department at its discretion. Examples of such rights include the right:

A. To recruit, hire, assign, transfer, promote, or lay off employees;

B. To suspend, demote, and/or discharge employees for just cause;

C. To determine the methods, processes, means, and personnel necessary for providing service, including the increase or diminution or change of operations or equipment, in whole or in part, including the introduction of any and all new, improved, automated methods of equipment; the assignment of employees to specific jobs; the determination of job content and/or job duties; and the combination or consolidation of jobs;

D. To determine work schedules and the location of departmental headquarters and facilities;

E. To determine the amount of voluntary job-related education expenses to be reimbursed by the Employer, including tuition and other course or seminar fees, books, and travel;

F. To determine the extent to which any employee benefit, employment practice, or working condition not specifically mentioned in this Agreement shall be continued, revised, discontinued, and the extent to which same shall be funded within the department budget;

G. To control the departmental budget;

H. To temporarily assign employees to a specific job or position outside the bargaining unit;

I. To determine appropriate work out-of-class assignments; and

J. To determine rules relating to acceptable employee conduct.

3.3 The City further reserves the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the department.

3.4 The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for bargaining unit work on a short-term, temporary basis under the following guidelines: (1) required expertise is not available within the City work force, or (2) the occurrence of peak loads above the work force capability. Determination as to (1) or (2) above shall be made by the department head involved; provided, however, prior to approval by the department head involved to contract out work under this provision, the Union will be notified thirty (30) days prior to the start of any new contract or as soon as the department is aware of the need to contract. This notification shall include:

1. A detailed justification for the proposed contracting;
2. A labor force analysis demonstrating why the current workforce cannot complete the work;
3. The location where the work will be performed;
4. A description of the work to be contracted;
5. The estimated duration and amount of the contract;
6. The intended start date; and
7. The date the work must be completed, if applicable.

The City will, during its budget process, review the use of contractors in terms of nature of work, the duration, and the number of hours of contractor work being performed in conjunction with affected Union(s). Based on the review, if the City and Union(s) determine(s) there is an ongoing need, the Parties will, in good faith, collaboratively determine whether the circumstances warrant the proposal of additional regular positions.

The Union may grieve contracting out for work as described herein, if such contract involves work normally performed by employees covered by this Agreement.

ARTICLE 4 - UNION ENGAGEMENT AND PAYROLL DEDUCTIONS

4.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The performance of this function is recognized as a service to the Union by the City and The City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only.

4.2 The Union agrees to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from Union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

4.3 The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit. The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

4.4 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement. At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of their bargaining unit attending the Orientation.

4.5 The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

4.6 New Employee and Change in Employee Status Notification: The City will notify the Union with New Hire information as soon as possible. The City will supply the Union with the following information on a monthly basis for new employees:

A. Name
B. Home address
C. Personal phone
D. Personal email (if a member offers)

E. Job classification and title
F. Department and division
G. Work location
H. Date of hire
I. FLSA status: Hourly or salary
J. Compensation rate

The City will also notify the Union on a monthly basis regarding employee status changes for employees who have transferred into a bargaining unit position and of any employees who are no longer in the bargaining unit.

4.6.1 Adoption of New Personnel Management System (Workday): Upon transition to a new Personnel Management System (Workday), the City agrees to notify the appropriate Union with New Hire information no later than one work week after the employee's first day of work. In the event that transition is delayed, or the system is unable to send weekly notification, the Parties agree to meet to discuss an alternative notification process no later than May 1, 2024.

4.7 Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of their dues authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the union that the terms of the employee's authorization regarding dues deduction revocation have been met. The City will refer all employee inquiries or communications regarding union dues to the appropriate Union.

See Also: APPENDIX D - Memorandum of Agreement, 2018

ARTICLE 5 - GRIEVANCE PROCEDURE

5.1 Any dispute between the City and the Union or between the City and any employee covered by this Agreement concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a grievance. An employee may initiate a grievance to the City and have the grievance adjusted without the assistance of the Union. However, the adjustment must be consistent with the expressed terms of this Agreement, the Union must be given notice and a reasonable opportunity to be present at any meeting called for the resolution of such grievance and the Union must be notified in writing of any resolution. The following outline of procedure is written as for a grievance of the Union/employee against the City, but it is understood the steps are similar for a grievance of the City against the Union.

5.2 Every effort will be made to settle grievances at the lowest possible level of supervision with the understanding grievances will be filed at the step in which there is authority to adjudicate, provided the immediate supervisor is notified. Employees will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking adjudication of their grievance.

5.3 Grievances processed through Step 3 of the grievance procedure shall be heard during normal City business hours unless stipulated otherwise by the parties. Employees involved in such grievance meetings during their normal City working hours shall be allowed to do so without suffering a loss in pay. No more than one (1) shop steward, other than the grievant, shall attend the grievance meeting, except through prior approval of the City official convening the meeting.

5.4 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

Failure by an employee and/or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the City to comply with any time limitation of the procedure in this Article shall allow the Union and/or the employee to proceed to the next step without waiting for the City to reply at the previous step, except that employees may not process a grievance beyond Step 3.

5.5 A grievance in the interest of a majority of the employees in a bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the grievance procedure and be processed within the time limits set forth herein.

As a means of facilitating settlement of a grievance, either party may by mutual consent include an additional member on its committee.

5.6 A grievance shall be processed in accordance with the following procedure:

5.6.1 Step 1: A grievance shall be submitted in writing by the aggrieved employee or the employee and/or Shop Steward within twenty (20) business days of the alleged contract violation to the individual in charge of the unit. The grievance shall include a description of the incident, alleged contract violation, and the date it occurred. The individual in charge of the unit should consult and/or arrange a meeting with their supervisor(s) if necessary to resolve the grievance. If requested by a Shop Steward or union representative, the Parties will convene a meeting. The Parties agree to make every effort to settle the grievance at this stage promptly. The individual in charge of the unit shall answer the grievance, in writing, within ten (10) business days after being notified of the grievance.

5.6.2 Step 2: If the grievance is not resolved as provided in Step 1, or if the grievance is initially submitted at Step 2 per Section 5.2, it shall be reduced to written form, citing the section(s) of the Agreement allegedly violated, the nature of the alleged violation and the remedy sought. The Secretary-Treasurer or designee and/or aggrieved employee shall then forward the written grievance to the individual in charge of the bureau with a copy to the City Director of Labor Relations within ten (10) business days after the Step 1 answer.

With Mediation

At the time the aggrieved employee and/or the Union submits the grievance to the individual in charge of the bureau, the Secretary-Treasurer or designee or the aggrieved employee or the individual in charge of the bureau may submit a written request for voluntary mediation assistance, with a copy to the Office of the Employee Ombud (OEO) Director , the City Director of Labor Relations and the Secretary-Treasurer or designee. If the OEO Director determines that the case is in line with the protocols and procedures of the OEO process, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, the OEO Director or their designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Secretary-Treasurer or designee and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement

agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the individual in charge of the bureau and the Secretary-Treasurer or designee shall be so informed by the OEO Director or designee.

The parties to a mediation shall have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the collective bargaining agreement or to create a precedent regarding the interpretation of the collective bargaining agreement or to apply the settlement agreement to any circumstance beyond the explicit dispute applicable to said settlement agreement.

If the grievance is not resolved through mediation, the individual in charge of the bureau shall convene a meeting within ten (10) business days after receipt of notification that the grievance was not resolved through mediation between the aggrieved employee, Shop Steward and/or Secretary-Treasurer or designee, together with the individuals in charge of the bureau and the section and/or unit, and departmental human resources staff. The City Director of Labor Relations or their designee may attend said meeting. Within ten (10) business days after the meeting, the individual in charge of the bureau shall forward a reply to the Union.

Without Mediation:

The individual in charge of the bureau shall convene a meeting within ten (10) business days after receipt of the grievance between the aggrieved employee, Shop Steward and/or Secretary-Treasurer or designee, together with the individuals in charge of the bureau and the section and/or unit, and departmental human resources staff. The City Director of Labor Relations or designee may attend said meeting. Within ten (10) business days after the meeting, the individual in charge of the bureau shall forward a reply to the Union.

5.6.3 Step 3: If the grievance is not resolved as provided in Step 2 above or if the grievance is initially submitted at Step 3 per Sections 5.2 or 5.5, the grievance shall be reduced to written form, which shall include the same information specified in Step 2. The grievance shall be forwarded within ten (10) business days after receipt of the Step 2 answer or if the grievance was initially submitted at Step 3 it shall be submitted within twenty (20) business days of the alleged contract violation. Said grievance shall be submitted by the

Secretary Treasurer or designee and/or aggrieved employee to the City Director of Labor Relations with a copy to the appropriate department head.

Mediation can be requested at Step 3 in the same manner as outlined in Step 2. The grievance must be filed in the time frame specified in Step 3 and responded to in the time frame specified in Step 3 after receipt of notification from the OEO Director or designee that the grievance was not resolved through mediation.

The Director of Labor Relations or designee shall investigate the grievance and, they shall convene a meeting between the appropriate parties. The Director or designee shall thereafter make a confidential recommendation to the affected department head who shall, in turn, give the Union a detailed answer in writing ten (10) business days after receipt of the grievance or the meeting between the parties.

5.6.4 Step 4: If the grievance is not settled at Step 3, either of the signatory parties to this Agreement may submit the grievance to binding arbitration.

5.6.4.1 Within twenty (20) business days of the Union's receipt of the City's Step 3 response or the expiration of the City's time frame for responding at Step 3, the Union shall file a Demand for Arbitration with the City Director of Labor Relations.

5.6.4.2 Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to binding arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of notification from the OEO Director or designee that the grievance was not resolved in mediation.

5.6.4.3 After the Demand for Arbitration is filed, the City and the Union will meet to select, by mutual agreement or by alternately striking names, an arbitrator to hear the parties' dispute. The City and the Union hereby agree to formulate and maintain a list of mutually acceptable arbitrators from which the selection will be made. This list shall be valid for the term of this Agreement and any extensions thereof shall be subject to modification by mutual written agreement of the City and Union.

5.6.4.4 Demands for Arbitration will be accompanied by the following information:

A. Identification of sections of the Agreement allegedly violated;
B. Nature of the alleged violation; and
C. Remedy sought

5.6.4.5 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

A. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and their power shall be limited to the interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
B. The decision of the arbitrator shall be final, conclusive and binding upon the City, the Union, and the employee involved.
C. The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.
D. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.
E. Any arbitrator selected under Step 4 of this Article shall function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.

5.7 An employee covered by this Agreement must upon initiating objections relating to disciplinary action or other actions subject to appeal through either the contract grievance procedure or pertinent Civil Service appeal procedures use either the grievance procedure contained herein or pertinent procedures regarding such appeals to the Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and Civil Service Commission procedures relative to the same action. If there are dual filings with the grievance procedure and the Civil Service Commission, the City will send a notice of such dual filings by certified mail to the employee(s) and the Union. The Union will notify the City within fifteen (15) calendar days from receipt of the notice if it will use the grievance procedure. If no such notice is received by the City, the contractual grievance shall be deemed to be withdrawn.

5.8 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.

5.9 A reclassification grievance will be initially submitted by the Union, in writing, to the Director of Labor Relations, with a copy to the Department. The Union will identify in the grievance letter the name(s) of the grievant(s), their current job classification, and the proposed job classification. The Union will include with the grievance letter a Position Description Questionnaire (PDQ) completed and signed by the grievant(s). At the time of the initial filing, if the PDQ is not submitted, the Union will have sixty (60) business days to submit the PDQ to Labor Relations. After initial submittal of the grievance, the procedure will be as follows:

1. The Director of Labor Relations or designee will notify the Union of such receipt and will provide a date not to exceed six (6) months from the date of receipt of the grievance) when a proposed classification determination report responding to the grievance will be sent to the Union. The Director of Labor Relations or designee will provide notice to the Union when, due to unforeseen delays the time for the classification review will exceed the six (6) month period.

2. The Department Director, upon receipt of the proposed classification determination report from the Director of Labor Relations or designee, will respond to the grievance in writing.

3. If the grievance is not resolved, the Union may, within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution.

    A. The Union may submit the grievance to binding arbitration, per Article 5, Section 5.6.4; or

    B. The Union may request the classification determination be reviewed by the Classification Appeals Board, consisting of two members of the Classification/Compensation Unit and one Human Resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request, arrange a hearing; and, when possible, convene the hearing within thirty (30) business days. The Board will make a recommendation to the Seattle Human Resources Director within forty-five (45) business days of the appeal hearing. The Director of Labor Relations or designee will respond to the Union after receipt of the Seattle Human Resources Director's determination. If the Seattle Human Resources Director affirms the Classification Board's recommendation, that decision shall be final and binding and not subject to further appeal. If the Seattle Human Resources Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Article 5, Section 5.6.4.

5.10 Property Interest Discipline Grievance:

A. The burden of proof in disciplinary procedures shall be upon the City.

B. Where an Appointing Authority or designee imposes or intends to impose property level discipline, a preliminary notice of discipline shall be given to the employee. This preliminary notice of discipline shall contain (a) charges; (b) general description of the alleged acts and/or conduct upon which the charge is based and (c) the penalty to be imposed. A copy of the preliminary notice of discipline shall be concurrently provided to the local Union office. Upon request of the Union, the City shall provide a complete copy of the investigation files in advance of any Loudermill hearing requested and in advance of issuing the formal discipline. The Union may also request a meeting to review the investigation file with the City's investigator and Labor Relations. Both requests must be made timely and may not unduly delay the City's disciplinary processes.

ARTICLE 6 - GENERAL CONDITIONS

6.1 A Union business representative may, after giving prior notice to the individual in charge (or their designee) of the work unit of the employees covered by this Agreement, visit the work location during work hours. The area of the work location where evidence is actually stored is a restricted area and shall not be accessible to the Union business representative. The Union business representative shall limit their activities during such visit to matters relating to this Agreement. Such visits shall not interfere with the work functions of the department. City work hours shall not be used by employees and/or the Union representative for the conduct of Union business or the promotion of Union affairs other than those related to the administration of this Agreement, except as provided by Section 6.1.1.

6.1.1 The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, employees who participate in bargaining as part of the Union's bargaining team during the respective employee's work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

A. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall not be applicable to this provision;

B. No more than an aggregate of one hundred fifty (150) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision.

C. If the aggregate of one hundred fifty (150) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s)' time, including any associated overtime costs

6.2 The Union may appoint one (1) shop steward in each bargaining unit. In addition, the Union may appoint one (1) alternate shop steward, who may perform in the absence of the appointed shop steward. Immediately after appointment of its shop steward and the alternate, the Union must furnish the City Director of Labor Relations and the Police Department's Director of Human Resources with the names of the employee(s) designated as shop steward(s). Failure to provide such a list shall result in non-recognition by the City of the shop steward(s). Shop steward(s) shall be regular full-time employees and shall perform their regular duties. They shall inform the Union of any alleged violations of this Agreement and process grievances, except as may be limited by this Agreement. The shop steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours. Shop stewards shall not interfere with the Employer's operation in any way or change working conditions.

6.2.1 Shop stewards shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement, but under no circumstances shall shop stewards interfere with orders of the Employer or change working conditions.

6.3 The City shall provide a transit subsidy benefit consistent with SMC 4.20.370.

6.4 All work shall be done in a competent and safe manner, and in accordance with the W.I.S.H.A. and O.S.H.A. Safety Codes. Where higher standards are specified by the City than called for as minimum by state or federal codes, City standards shall prevail.

6.4.1 At the direction of the City, it is the duty of every employee covered by this Agreement to comply with established Safety rules, promote safety and to assist in the prevention of accidents. All employees covered by this Agreement are expected to participate and cooperate in the overall City Safety Program.

6.4.2 Citywide Health and Safety Committee: The Employer and the Coalition of City Unions ("CCU") shall form a City-wide Health and Safety Committee. The CCU member unions shall appoint no more than ten (10) members of the Committee. The Employer shall appoint a maximum of 10 members of the Committee. The Committee shall convene at least quarterly. The Parties may meet more frequently by mutual agreement.

6.4.3 Departmental Health and Safety Committee: Each City department will form joint safety committees in accordance with WISHA requirements at each permanent work location where there are eleven (11) or more employees. Where there is need, safety committees may also be formed at division levels, and/or unit levels, however these shall not replace the departmental joint safety committee.

When a department is setting up safety committee elections, it will notify the unions represented at that location and the union shall have 14 days to provide the City with a list of union appointed members proportionate to their representation at the location. Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the appropriate Appointing Authority for review and action, as necessary. The Appointing Authority or designee will report follow-up action/information to the Safety Committee.

6.4.4 The Union shall be notified in advance and included in any processes that are used by the Seattle Police Department to determine employee membership on all departmental, divisional, and sectional Safety

Committees. Union notification and engagement protocols will be facilitated through departmental labor management committees.

6.4.5 Employee Workplace Safety: The City shall make reasonable efforts to provide an environment free from violence, harassment, and other hazardous conditions When the Union or employee(s) report hazardous conditions in the City operated workplace, the City shall conduct a risk assessment to identify potential hazards and make efforts to mitigate any findings. Both the risk assessment and mitigation plan will be shared with the impacted Union(s).

6.4.6 Recognizing the Health and Safety Impacts of Climate Change to Workers and the Community: City Departments shall follow OSHA/WISHA guidelines and recommendations in order to create written worksite safety plans to prevent heat-related illness and ensure emergency preparedness for employees in the event of extreme outdoor heat.

6.4.7 Ergonomic Assessments: At the request of an employee, the Employer will ensure that an ergonomic assessment of the employee's workplace is completed in City facilities. Solutions to identified issues/concerns will be implemented within available resources.

6.4.8 Air Quality Assessments: Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with the safety committee section above.

6.4.9 Pandemic Health and Safety: The City will follow guidelines as set by the CDC and local Public Health entities with regard to any pandemic or disease outbreak.

6.5 Bulletin Boards: The City, upon written request from the Union, shall provide bulletin board space for the use of the Union in an area accessible to employees covered by this Agreement; provided, however, said space shall not be used for notices that are controversial or political in nature. All material posted by the Union shall be officially identified as such.

6.6 Investigatory Interviews: When an employee is required by the City to attend an interview conducted by the City for purposes of investigating an incident that may lead to discipline/discharge of that employee because of that particular incident, the employee shall have the right to request that they be accompanied at the investigatory interview by a representative of the Union. If the employee makes such a request, the request shall be made to the City representative conducting the investigatory interview. The City, when faced with such a request, may:

A. Grant the employee's request, or

B. Deny the employee's request but, in doing so, stop and/or cancel the investigatory interview.

6.6.1 In construing this Section, it is understood that:

A. The City is not required to conduct an investigatory interview before disciplining or discharging an employee.

B. The City does not have to grant an employee's request for Union representation when the meeting between the City and the employee is not investigatory, but is solely for the purpose of informing an employee of a disciplinary/discharge decision that the City has already made relative to that employee.

C. The employee must make immediate arrangements for Union representation when their request for representation is granted.

D. An employee shall attend investigatory interviews scheduled by the City at reasonable times and reasonable places.

6.6.2 The City may suspend, demote, or discharge an employee for just cause.

6.6.3 The Parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee/management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:

A. Oral reprimand;
B. Written reprimand;
C. Suspension;
D. Demotion; or
E. Termination.

6.6.4 Disciplinary action will normally be progressive in nature, but the level of discipline taken depends upon the circumstances, including the seriousness of the employee's misconduct.

6.7 Labor-Management Committees: The City and Union agree to hold labor-management meetings as necessary. These meetings will be called upon request of either party to discuss any subject of a general nature affecting employees covered by this Agreement. The purpose of departmental labor-management meetings is to deal with matters of general concern to the Union

and a particular department. It is understood that such meetings are consultative in nature.

6.7.1 When issues to be discussed pertain to a single department, representatives of the affected department can attend such meetings and shall be able to set such meetings independently with the Union with the concurrence of the Director of Labor Relations. The Union shall be permitted to designate members and/or stewards in affected departments to assist its staff representatives in such meetings.

6.7.2 Subjects for discussion at labor-management meetings during the term of this Agreement shall be as agreed by the parties.

6.7.3 Labor-Management Leadership Committee: The Labor-Management Leadership Committee will be a forum for communication and cooperation between labor and management to support the delivery of high-quality, cost-effective service to the citizens of Seattle while maintaining a high-quality work environment for City employees.

The management representatives to the Committee will be determined in accordance with the Labor Management Leadership Committee Charter. The Coalition of City Unions will appoint a minimum of six (6) labor representatives and a maximum equal to the number of management representatives on the Committee. The Co-Chairs of the Coalition will be members of the Leadership Committee.

6.7.4 Employment Security: Labor and management support continuing efforts to provide the best service delivery and the highest quality service in the most cost-effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing workplace issues, including administrative and service delivery productivity, efficiency, quality controls, and customer service.

Labor and management agree that in order to maximize participation and results from the Employee Involvement Committees (“EICs”), no one will lose employment or equivalent rate of pay with the City of Seattle because of efficiencies resulting from an EIC initiative.

In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate their rights under this employment security agreement.

6.8 An employee covered by this Agreement who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use in accordance with SMC 4.70.025.

6.9 OEO/HRIU: The City and the Union encourage the use of the City's Office of the Employee Ombud (OEO) and Human Resources Investigation Unit (HRIU) to resolve non-contractual workplace conflicts/disputes. Participation in these processes is entirely voluntary and confidential.

6.10 Ethics and Elections Commission: Nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics, including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement, and as such, are not subject to the grievance procedure contained within this Agreement. Records of any fines imposed or monetary settlements shall not be included in the employee's personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court.

In the event the Employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline shall apply. No record of the disciplinary recommendations by the Commission shall be placed in the employee's personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.

6.11 Correction of Payroll Errors: In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two pay periods, and upon written notice an overpayment shall be corrected as follows:

A. If the overpayment involved only one (1) paycheck;

   1. By payroll deductions spread over two (2) pay periods; or

   2. By payments from the employee spread over two (2) pay periods.

B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than twenty-five dollars ($25) per pay period.

C. If an employee separates from the City service before an overpayment is repaid, any remaining amount due the City will be deducted from his/her final paycheck(s).

D. By other means as may be mutually agreed between the City and the employee. The Union Representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

6.12 Employee Parking:

A. If the City intends to implement a flexcar program in a manner that would constitute a benefit for any employee(s), the parties agree to open negotiations to establish the elements of said program that are mandatory subjects of bargaining prior to program implementation.

B. The City shall take such actions as may be necessary so that employee costs directly associated with their City employment for public transportation and/or parking in a City owned facility paid through payroll deduction will be structured in a manner whereby said costs are tax exempt, consistent with applicable IRS rules and regulations.

C. The parties hereby acknowledge and affirm that a past practice shall not have been established obligating the City to continue to provide employee parking in an instance where employees were permitted to park on City property at their work location if the City sells the property, builds on existing parking sites, or some other substantial change in circumstance occurs. However, the City shall be obligated to bargain the impacts of such changes.

6.13 Meal Reimbursement while on Travel Status: An employee shall be reimbursed for meals while on travel status at the federal per diem rate. An employee will not be required to submit receipts for meals and may retain any unspent portion of an advance cash allowance for meals.

6.14 Supervisor's Files: Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250 and RCW 49.12.260, including allowing employee access to such files.

6.15 The discretionary fund equivalent to fifty dollars ($50.00) per employee per year shall be administered by the Department for job related needs or job-related matters.

6.16 Uniforms: The City will reimburse up to six hundred dollars ($600.00) in 2023; up to six hundred twenty-five dollars ($625.00) in 2024; up to six hundred fifty dollars ($650.00) in 2025 and up to six hundred seventy-five ($675.00) in 2026 for an employee's uniform allotment to be available -on the employee's anniversary date. New employees will be reimbursed up to five hundred dollars ($500.00) for the purchase of their initial uniforms after six (6) months

of employment. For 2023, employees may submit receipts for their corresponding annual reimbursements at the 2024 annual reimbursement amounts and may rollover any remaining balance to the next year for use during the term of this agreement, including into the ensuing year after the expiration of the agreement. In the event a successor agreement is not in place January 1, 2027, the reimbursement rate will be maintained at $675.00.

The Police Department will make available a list of vendors that may be used for the purchase of uniforms and when any part or all of the uniform must be replaced. The City will reimburse the employee for the repair or replacement of uniforms that are damaged in the line of duty in accordance with Section 1.193, IV, of the Police Department Manual, except when caused by the employee's own negligence. If/when the Police Department makes a change in the uniform or vendor, the impact of such change must be negotiated. Employees are expected to report for duty in a full and presentable uniform. The makeup of the uniform shall be determined by the Police Department management, with input from a joint labor/management team. The reimbursements set forth in this Section will be made upon presentation of an itemized receipt from the vendor.

6.17 The Union and the City agree to the following:

A. A re-opener on impacts associated with any revisions made to the Affordable Care Act (ACA);

B. No later than sixty (60) days after the full ratification of this Agreement, the Parties agree to initiate interest-based bargaining (IBB) on the subject of Change Team co-lead compensation, workload balance, and workplace protections. The Parties further agree that both the Director of Human Resources or designee(s), equal numbers of management and labor representatives and up to six (6) members of department Change Teams will be members of the IBB negotiation team. Upon completion of IBB, the Parties may agree by mutual consent to reopen this Agreement to incorporate agreed upon language. The Parties acknowledge that any new or modified language developed in IBB may need parameter approval from the LRPC and adoption by the Seattle City Council in order to be enforceable.

C. A reopener on impacts arising from or related to changes to the Washington Paid Family and Medical Leave Program (Title 50A RCW) including, but not limited to, changes to the City's current paid leave program benefit which may arise as a result of final rulemaking from the State of Washington, which may include changes to the draw down requirements associated with the City's Paid Family and Parental Leave programs.

D. Either party may reopen the collective bargaining agreement for the limited purpose of discussing and addressing the impact of any terms and conditions of work for Community Service Officers and/or CSO Supervisors not otherwise covered by the terms of the collective bargaining agreement effective January 1, 2023 through December 31, 2026.

E. Dependent Care Task Force: The City and the Coalition of City Unions recognize a common interest in supporting employees by increasing access to safe, affordable, and quality dependent care services.

To meet this interest, the Parties will convene a joint Task Force to study options for a possible child and dependent care benefit program, including the possibility of a multi-employer dependent care voucher program. The joint Task Force shall be made up of equal numbers of labor representatives and representatives of the City. The Task Force assessment should include an analysis of the need for dependent care by City employees, affordability, quality, location of child and adult care providers, and the administrative infrastructure needed to oversee the program. The assessment should also include an analysis of the costs and benefits of a dependent care benefit program and possible revenue sources such as the potential excess Health Insurance Rate Stabilization Fund. By mutual agreement, the Task Force may consult with outside experts to help with the assessment. The Task Force shall provide a written report, with its analysis and recommendations, no later than end of year 2024.

F. Encampment Clean-Up Safety and Compensation: The Parties agree to examine the City's safety protocols and encampment premium as each relates to homeless encampment clean-up. During the term of this Agreement, the City and impacted Coalition unions agree to meet and discuss existing practices and to consider potential improvements to the existing safety protocols and encampment premium. Should the Parties reach an agreement in principle on any changes to the safety protocols, the City agrees, subject to the approval of the City Council and the Mayor, to reduce such agreement to writing.

ARTICLE 7 - WORK STOPPAGES

7.1 Work Stoppages: The City and the Union signatory to this Agreement agree that the public interest requires the efficient and uninterrupted performance of all City service, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slowdown, or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions may be subject to such disciplinary actions as may be determined by the City.

7.1.1 In the event, however, that there is a work stoppage or any other interference with City functions that is not authorized by the Union, the City agrees that there shall be no liability on the part of the Union, its officers or representatives, provided that in the event of such unauthorized action they first shall meet the following conditions:

A. Within not more than twenty-four (24) hours after the occurrence of any such unauthorized action, the Union shall publicly disavow the same by posting a notice on the bulletin boards available, stating that such action is unauthorized by the Union;

B. The Union, its officers and representatives shall promptly order its members to return to work, notwithstanding the existence of any wildcat picket line;

C. The Union, its officers and representatives shall, in good faith, use every reasonable effort to terminate such unauthorized action;

D. The Union shall not question the unqualified right of the City to discipline or discharge employees engaging in or encouraging such action. It is understood that such action on the part of the City shall be final and binding upon the Union and its members and shall be in no case construed as a violation by the City of any provision in this Agreement.

ARTICLE 8 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

8.1 The following shall define terms used in this Article:

Probationary Period: A twelve (12) month trial period of employment following an employee's initial regular appointment within the Civil Service to a position.

Regular Appointment: The authorized appointment of an individual to a position in the Civil Service.

Trial Service Period/Regular Subsequent Appointment: A twelve (12) month trial period of employment of a regular employee beginning with the effective date of promotion or transfer to a classification in which the employee has not successfully completed a probationary or trial service period or rehire from a Reinstatement Recall List to a department other than that from which the employee was laid off.

Regular Employee: An employee who has successfully completed a twelve (12) month probationary period and has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.

Revert: To return an employee who has not successfully completed their trial service period to a vacant position in the same class and former department (if applicable) from which they were appointed.

Reversion Recall List: If no such vacancy exists to which the employee may revert, the employee will be removed from the payroll and their name placed on a Reversion Recall List for the class/department from which the employee was removed.

8.2 Probationary Period/Status of Employee: Employees who are initially appointed to a position shall serve a probationary period of twelve (12) months.

A. The probationary period shall provide the department with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the position, and to terminate any employee whose work performance fails to meet the required standards.

B. An employee shall become regular after having completed their probationary period unless the individual is dismissed under provisions of Section 8.3 and 8.3.1.

8.3 Probationary Period/Dismissal: An employee may be dismissed during their probationary period after having been given written notice five (5) working

days prior to the effective date of dismissal. However, if the department believes the best interest of the City requires the immediate dismissal of the probationary employee, written notice of only one (1) full working day prior to the effective date of the dismissal shall be required. The reasons for the dismissal shall be filed with the Seattle Human Resources Director and a copy sent to the Union.

8.3.1 An employee dismissed during their probationary period shall not have the right to appeal the dismissal. When proper advance notice of the dismissal is not given, the employee may enter an appeal (for payment of up to five (5) days' salary), which the employee would have otherwise received had proper notice been given. If such a claim is sustained, the employee shall be entitled to the appropriate payment of salary but shall not be entitled to reinstatement.

8.4 Trial Service Period: An employee who has satisfactorily completed their probationary period and who is subsequently promoted or transferred to a position in another classification shall serve a twelve (12) month trial service period, in accordance with Section 8.1.

A. The trial service period shall provide the department with the opportunity to observe the employee's work and to train and aid the employee in adjustment to the position, and to revert such an employee whose work performance fails to meet required standards.

B. An employee who has been promoted or transferred to a from one classification to another classification within the same or different department and who fails to satisfactorily complete the trial service period shall be reverted to a vacant position within that department and classification from which they were appointed.

C. Where no such vacancy exists, such employee shall be given fifteen (15) calendar days written notice prior to being placed on a Reversion Recall List for their former department and former classification and being removed from the payroll.

D. An employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the department, the employee and the Union, subject to approval by the Seattle Human Resources Director prior to expiration of the trial service period.

E. Employees who have been reverted during the trial service period shall not have the right to appeal the reversion.

F. The names of regular employees who have been reverted for purposes of re-employment in their former department shall be placed upon a Reversion Recall List for the same classification from which they were

promoted or transferred for a period of one (1) year from the date of reversion.

G. If a vacancy is to be filled in a department and a valid Reversion Recall List for the classification for that vacancy contains the name(s) of eligible employees who have been removed from the payroll from that classification and from that department, such employees shall be reinstated in order of their length of service. The employee who has the most service shall be the first reinstated.

H. Any employee whose name is on a valid Reversion Recall List who accepts employment with the City in that same job classification shall have their name removed from the Reversion Recall List. Refusal to accept placement from a Reversion Recall List to a position the same, or essentially the same, as that which the employee previously held shall cause an employee's name to be removed from the Reversion Recall List, which shall terminate rights to re-employment under this Reversion Recall List provision.

I. A reverted employee shall be paid at the step of the range that they normally would have received had they not been promoted or transferred.

8.5 Subsequent Appointments During Probationary Period or Trial Service Period: If a probationary employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month probationary period in the new classification. If a regular employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month trial service period in the new classification.

Within the same department, if a regular employee is appointed to a higher classification while serving in a trial service period, the trial service period for the lower classification and the new trial service period for the higher classification shall overlap provided that the higher and lower classifications are in the same or a closely related field. The employee shall complete the terms of the original trial service period and be given regular status in the lower classification. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

Within the same department, if a probationary employee is regularly appointed to a higher classification while serving in a probationary period, the probationary period and the new trial service period for the higher classification shall overlap provided the higher and the lower classifications are in the same or a closely related field. The employee shall complete the term of the original probationary period and be given regular standing in the

lower class. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

8.6 The probationary period shall be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness or other allowable use of paid leave, vacations, jury duty, and military leaves shall not result in an extension of the probationary period, but upon approval of the Seattle Human Resources Director, an employee's probationary period may be extended so as to include the equivalent of a full twelve (12) months of actual service where there are numerous absences.

8.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 17.

ARTICLE 9 - CLASSIFICATIONS AND RATES OF PAY

9.1 The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth within Appendix "A" attached hereto and made a part of this Agreement.

9.1.1 Effective January 4, 2023, employees' base wages will be increased by five percent (5%).

9.1.2 Effective January 3, 2024, employees' base wages will be increased by four and one half percent (4.5%)

9.1.3 Effective January 4, 2025, employees' base wages will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%).

9.1.4 Effective January 10, 2026, employees' base wages will be increased one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2024 through June 2025 to the period June 2025 through June 2026. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%). After calculating the new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

9.1.5 Employees will pay the employee portion of the required premium [listed as the WA Paid Family Leave Tax and the WA Paid Medical Leave Tax on an employee's paystub] of the Washington State Paid Family and Medical Leave Program effective December 25, 2019.

9.2 An employee, upon first appointment, shall receive at least the minimum rate of the salary range fixed for the position as set forth within Appendix A and B.

9.2.1 An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section shall be defined in terms of one (1) month's service for each month of full-time employment, including paid

absences. This provision shall not apply to work outside of classification or to temporary employees prior to regular appointment except as otherwise provided for in Section 2.2.10, and except that step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increment shall not exceed the top step of the higher salary range. Further, when an employee is assigned to perform the same out-of-class duties on a full-time, continuous basis for twelve (12) or more months, they will receive one step increment in the higher paid title, provided that they have not received a step increment based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, an employee who has been reclassified shall be given credit for pay step purposes for the continuous time worked immediately preceding the reclassification for which they were properly paid "work outside of classification pay" provided for in Section 10.1.

9.2.2 For employees assigned salary steps other than the beginning step of the salary range, subsequent salary increases within the salary range shall be granted after twelve (12) months of "actual service" from the appointment or increase, then at succeeding twelve (12) month intervals to the maximum of the salary range established for the class.

9.2.3 In determining "actual service" for advancement in salary step, a protected absence due to sickness or injury, or other protected basis under City Ordinance and state or federal law/regulations, for which the employee does not receive compensation will be credited at the rate of thirty (30) calendar days per year unless otherwise required by such ordinance, law or regulation. Unpaid absences due to other causes may, at the discretion of the City, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this paragraph, time lost by reason of disability for which an employee is compensated by Workers' Compensation or Charter disability provisions shall not be considered absence. An employee who returns after layoff, or who is reduced in rank to a position in the same or another department, may be given credit for such prior service.

9.2.4 Any increase in salary based on service shall become effective upon the first day immediately following completion of the applicable period of service.

9.2.5 Changes in Incumbent Status Transfers: An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase and shall thereafter receive step increases as provided in Section 9.5.1.

9.2.6 Promotions: An employee appointed to a position in a class having a higher maximum salary shall be paid at the nearest step in the higher range which (1) provides the employee who is not at the top step of their current salary range a dollar amount at least equal to the next step increase of the employee's current salary range, or (2) provides the employee who is at the top step of their current salary range an increase in pay through placement at the salary step in the new salary range that is closest to a four percent (4%) increase, provided that such increase shall not exceed the maximum step established for the higher paying position, and provided further, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "intermittent" or "as needed" or to "temporary assignments" providing pay "over regular salary while so assigned."

9.2.6.1 Hours worked out of class shall apply toward salary step placement if the employee is appointed, or their position reclassified, to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

9.2.7 An employee demoted because of inability to meet established performance standards from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary step in the lower range determined as follows:

A. If the rate of pay received in the higher class is above the maximum salary for the lower class, the employee shall receive the maximum salary of the lower range.
B. If the rate of pay received in the higher class is within the salary range for the lower class, the employee shall receive that salary rate for the lower class that, without increase, is nearest to the salary rate to which such employee was entitled in the higher class; provided, however, the employee shall receive not less than the minimum salary of the lower range.

9.2.8 An employee reduced because of organizational change or reduction in force from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary rate of the lower range that is nearest to the salary rate to which they were entitled in their former position without reduction; provided, however, such salary shall in no event exceed the maximum salary of the lower range. If an employee who has completed twenty-five (25) years of City service and who within five (5) years of a reduction in lieu of layoff to a position in a class having a lower salary range, such employee shall receive the salary they were receiving prior to such second reduction as an "incumbent" for so long as the employee remains in such position or until the regular salary for the lower class exceeds the "incumbent" rate of pay.

9.2.9 When a position is reclassified by ordinance to a new or different class having a different salary range, the employee occupying the position immediately prior to and at the time of reclassification shall receive the salary rate which shall be determined in the same manner as for a promotion; provided, however, if the employee's salary prior to reclassification is higher than the maximum salary of the range for such new or different class, they shall continue to receive such higher salary as an "incumbent" for so long as they remain in such position or until the regular salary for the classification exceeds the "incumbent" rate of pay.

ARTICLE 10 - WORK OUTSIDE OF CLASSIFICATION

10.1 Work Outside of Classification: Out-of-Class is a management tool, the purpose of which is to complete essential public services. Whenever an employee is assigned by the department head or designee to perform the normal ongoing duties of and accept responsibility of a position when the duties of the position are clearly outside of the scope of an employee's regular classification for a period of four (4) consecutive hours or longer, the employee shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class salary rate shall be determined in the same manner as for a promotion.

10.2 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as their primary class, across Union jurisdictional lines, with no change to their regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement, and payment for absences do not apply in these instances.

10.3 The City shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months. The six (6) month period may be exceeded under the following circumstances: (1) a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) a position is scheduled for abrogation; or (4) a position is encumbered (an assignment in lieu of a layoff). When such circumstances require that an out-of-class assignment be extended beyond six (6) months, the City shall notify the Union or Unions that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out of class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good-faith basis.

10.3.1 When an employee is assigned to perform the same out-of-class duties in the same title for a total of twelve (12) or more months of actual service (each 2080 hours), the employee will receive one (1) step increment in the higher-paid title, provided that the employee has not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range.

10.3.2 Out-of-class shall be formally assigned in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties that would otherwise constitute an out-of-class assignment. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of their own classification, if the employee is not formally assigned to perform the duties on an out-of-class basis.

10.3.3 No employee may assume the duties of the higher-paid position without being formally assigned to do so, except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to their department director for retroactive payment of out-of-class pay. The decision of the department director as to whether the duties were performed and whether performance thereof was appropriate shall be final.

10.4 An employee who is temporarily unable to perform the regular duties of their classification due to an off-the-job injury or illness may opt to perform work within a lower-paying classification, dependent upon the availability of such work and subject to the approval of the City. The involved employee shall receive the salary rate for the lower class that, without increase, is nearest to the salary rate to which such employee was entitled in the higher class.

ARTICLE 11 - ANNUAL VACATIONS

11.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 11.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

11.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time, and sick leave. At the discretion of the City, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.

11.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

COLUMN NO. 1		COLUMN NO. 2			COLUMN NO. 3
ACCRUAL RATE		EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE			MAXIMUM VACATION BALANCE
Hours on Regular Pay Status	Vacation Earned Per Hour	Years of Service	Working Days Per Year	Working Hours Per Year	Maximum Hours
0 through 08320	0460	0 through 4	12	(96)	192
08321 through 18720	0577	5 through 9	15	(120)	240
18721 through 29120	0615	10 through 14	16	(128)	256
29121 through 39520	0692	15 through 19	18	(144)	288
39521 through 41600	0769	20	20	(160)	320
41601 through 43680	0807	21	21	(168)	336
43681 through 45760	0846	22	22	(176)	352
45761 through 47840	0885	23	23	(184)	368
47841 through 49920	0923	24	24	(192)	384
49921 through 52000	0961	25	25	(200)	400
52001 through 54080	1000	26	26	(208)	416
54081 through 56160	1038	27	27	(216)	432
56161 through 58240	1076	28	28	(224)	448
58241 through 60320	1115	29	29	(232)	464
60321 and over	1153	30	30	(240)	480

Effective sixty (60) calendar days after full ratification of this replacement contract, the above table shall be superseded and replaced with the following vacation accrual rate table:

Accrual Years/Hours	Vacation Days	Hours per Year	Maximum Hours
Year 0-3 / 0-6,240	12	96	192
Year 4-7 / 6,241-14,560	16	128	256
Year 8-13 / 14,561-27,040	20	160	320
Year 14-18 / 27,041-37,440	23	184	368
Year 19 / 37,441 -39,520	24	192	384
Year 20 / 39,521-41,600	25	200	400
Year 21 / 41,601-43,680	26	208	416
Year 22 / 43,681-45,760	27	216	432
Year 23 / 45,761-47,840	28	224	448
Year 24 / 47,841-49,920	29	232	464
Year 25+ / 49,921+	30	240	480

11.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which they become eligible and may accumulate a vacation balance that shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

11.5 Employees may, with department approval, use accumulated vacation with pay after completing one thousand forty (1040) hours on regular pay status. Effective December 25, 2019, the requirement that the employee must complete 1040 hours on regular pay status prior to using paid vacation, shall end.

11.6 In the event that the City cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance shall be permitted to exceed the allowable maximum and the employee shall continue to accrue vacation for a period of up to three (3) months if such exception is approved by both the department head and the Seattle Human Resources Director in order to allow rescheduling of the employee's vacation. In such cases the department head shall provide the Seattle Human Resources Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period shall be allowed.

11.7 The minimum vacation allowance to be taken by an employee shall be one (1) hour, or at the discretion of the department head, such lesser amount as may be approved by the department head.

11.8 An employee who leaves City service for any reason shall be paid in a lump sum for any unused vacation that the employee has accrued.

11.9 Upon the death of an employee in active service, pay shall be allowed for any vacation earned and not taken prior to the death of such employee.

11.10 An employee granted an extended leave of absence that includes the next succeeding calendar year shall be paid in a lump sum for any unused vacation they have previously accrued or, at the City's option, the employee shall be required to exhaust such vacation time before being separated from the payroll.

Where the terms of this Section 11.10 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance shall apply.

11.11 Where an employee has exhausted their sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. However, such medical provider verification is not required for absences due to medical reasons of less than four (4) consecutive workdays. In all other instances, employees must use all accrued vacation prior to beginning a leave of absence, except that employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.

Where the terms of this Section 11.11 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC Chapter14.16 and other applicable laws, such as RCW 49.46.210, as it exists or may be hereafter modified, the ordinance and other applicable laws shall apply.

11.12 The department head shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department, but which accommodate the desires of the employees to the greatest degree feasible.

ARTICLE 12 - HOLIDAYS

12.1 The following days, or days in lieu thereof, shall be recognized as paid holidays:

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 Day	June 19
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples' Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday In November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25
Two (2) Personal Holidays (0-9 Years of Service)	
Four (4) Personal Holidays (10+ Years of Service)	

Employees who have completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (Article 11.2) on or before December 31st of the current year shall receive an additional two (2) personal holidays for a total of four (4) personal holidays to be added to their leave balance on the pay date of the first full pay period in January of the following year.

12.1.1 Whenever any paid holiday falls upon a Sunday, the following Monday shall be recognized as the paid holiday. Whenever any paid holiday falls upon a Saturday, the preceding Friday shall be recognized as the paid holiday; provided, however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 12.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 12.4 shall be made only once per affected employee for any one (1) holiday.

12.1.2 A regular, part-time employee shall receive paid holiday time off (or paid time off in lieu thereof) based upon straight-time hours compensated during the pay period immediately prior to the pay period in which the holiday falls. The amount of paid holiday time off for which the part-time employee is eligible shall be in proportion to the holiday time off provided for full-time employees. For example, a full-time employee working eighty (80) hours per pay period would be eligible for eight (8) hours off with pay on a holiday, while a part-time employee who works forty (40) hours during the pay period preceding the holiday would be eligible for four (4) hours off with pay.

12.1.3 During the term of this Agreement, and upon 60 days' notice, either Party may request to reopen the collective bargaining agreement for the limited purpose of addressing the impacts of any changes resulting from modifications to the City's Personnel Rules resulting in payment of more than 8 hours of holiday pay for official and personal holidays.

12.2 To qualify for holiday pay, City employees shall have been on the payroll for a period of thirty (30) calendar days and shall have been on pay status their normal day before or their normal work day following the holiday; provided, however, employees returning from non-pay leave who start work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

12.3 Personal Holidays may be used in the same manner as an earned vacation day. Use of a Personal Holiday shall be requested in writing. When a Personal Holiday has been approved in advance and is later canceled by the City with less than a thirty (30) day advance notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay pursuant to Section 12.4 for all time worked on the originally scheduled Personal Holiday.

12.4 An employee who has been given at least forty-eight (48) hours' advance notice and who is required to work on a holiday shall be paid for the holiday at their regular straight-time hourly rate of pay and, in addition, the employee shall receive one and one-half (1-1/2) times their regular straight-time hourly rate of pay for those hours worked on the holiday or, by mutual agreement between the affected employee and the City, the employee may receive one and one-half (1-1/2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

12.5 In the event an employee is required to work without having been given at least a forty-eight (48) hour advance notification on a holiday that the employee normally would have off with pay, said employee shall be paid for the holiday at their regular straight-time hourly rate of pay and, in addition, the employee shall receive two (2) times their regular straight-time hourly rate of pay for those hours worked on the holiday or, by mutual agreement between the affected employee and the department, the employee may receive two (2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

ARTICLE 13 - LEAVES AND VEBA

13.1 Sick Leave: Sick leave shall be defined as paid time off from work for a qualifying reason under Section 13.1 of this agreement. Employees covered by this Agreement shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week. If an employee's overall accrual rate falls below the accrual rate required by SMC Chapter 14.16 (Paid Sick and Safe Time Law), the employee shall be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of Chapter 14.16. Unlimited sick leave credit may be accumulated. New employees entering City service shall not be entitled to use sick leave with pay during the first thirty (30) days of employment but shall accrue sick leave credits during such thirty (30) day period. An employee is authorized to use paid sick leave for hours that the employee was scheduled to have worked for the following reasons:

1. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventive care; or as otherwise required by any other applicable laws such as RCW 49.46.210; or

2. To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code Chapter 4.24.005 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by any other applicable laws such as RCW 49.46.210; or

3. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such reason, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210, or

4. Absences that qualify for leave under the Domestic Violence Leave Act, chapter 49.76 RCW, or

5. The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or

6. The non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for purposes of adoption, including any time away from work prior to or

following placement of the child to satisfy legal or regulatory requirements for the adoption.

Sick leave used for the purposes contemplated by Article 13.1, paragraph 5 and 13.1, paragraph 6 must end before the first anniversary of the child's birth or placement.

Abuse of paid sick leave or use of paid sick leave not for an authorized purpose may result in denial of sick leave payment and/or discipline up to and including dismissal.

13.2 RETIREMENT VEBA: Employees who are eligible to retire shall participate in a vote administered by the union to determine if the Voluntary Employee Benefits Association (VEBA) benefit shall be offered to employees who elect to retire. The VEBA benefit allows employees who are eligible to retire from City Service to cash out their unused sick leave balance upon retirement and place it in a VEBA account to be used for post-retirement healthcare costs as allowed under IRS regulations. Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to his/her designated beneficiary.

A. VEBA Contributions from Unused Paid Time off at Retirement (Retirement Eligible Members of Bargaining Unit)

1. Eligibility-to-Retire Requirements:
    a. 5-9 years of service and are age 62 or older,
    b. 10-19 years of service and are age 57 or older,
    c. 20-29 years of service and are age 52 or older, or
    d. 30 years of service and are any age

2. The City will provide each bargaining unit with a list of its members who are expected to meet any of the criteria in paragraph A above as of the end of each calendar year.

3. If the members of the bargaining unit who have met the criteria described in paragraph A above vote to require VEBA contributions from unused paid time off, then all members of the bargaining unit who are deemed eligible to retire and those who will become eligible during the life cycle of this contract shall, as elected by the voting members of the bargaining unit:

    a. Contribute 35% of their unused sick leave balance into the VEBA upon retirement; or

    b. Contribute 50% of their unused vacation leave balance into the

VEBA upon retirement; or

c. Contribute both 35% of their unused sick leave balance and 50% of their unused vacation leave balance upon retirement.

Following any required VEBA contribution from a member's unused sick leave, the remaining balance will be forfeited; members may not contribute any portion of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan or receive cash.

4. If the members of the bargaining unit who have satisfied the eligibility-to-retire requirements described in paragraph A above do not vote to require VEBA contributions from unused sick leave, members may either:

   a. Transfer 35% of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan, subject to the terms of the Plan and applicable law; or

   b. Cash out their unused sick leave balance at 25% to be paid on their final paycheck.

   In either case, the remaining balance of the member's unused sick leave will be forfeited.

13.2.1 ACTIVE EMPLOYEES' VEBA Contributions: Active regular bargaining unit employees shall participate annually in a vote administered by the union to determine if the bargaining unit will participate in a Voluntary Employee Benefits Association (VEBA). If the bargaining unit votes to require VEBA contributions from employee wages, then all members of the bargaining unit shall, as elected by the bargaining unit as to all of its members, make a mandatory employee contribution of one of the amounts listed below into the VEBA while employed by the City:

1. $25 per month; or
2. $50 per month.

13.3 Sick Leave Transfer Program: Employees may donate and/or receive sick leave in accord with the terms and conditions of the City's Sick Leave Transfer Program. This program is established and defined by City ordinance and may be amended or rescinded at any time during the term of this Agreement. Any disputes that may arise concerning the terms, conditions and/or administration of such program shall be subject to the Grievance Procedure in Article 5 of this Agreement through Step 3 of Section 5.6.3. Grievances over Sick Leave Transfer Program disputes shall not be subject to Step 4 (Arbitration) of Section 5.6.4.

13.4 Change in position or transfer to another City department shall not result in a loss of accumulated sick leave. Regular or benefits eligible temporary employees who are reinstated or rehired within 12 months of separation in the same or another department after any separation, including dismissal for cause, resignation, or quitting, shall have unused accrued sick leave reinstated as required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210.

13.5 In order to receive paid sick leave for reasons provided in Article 13.1.A.1 – A.6, an employee shall be required to provide verification that the employee's use of paid sick leave was for an authorized purpose, consistent with SMC Chapter 14.16 and other applicable laws, such as RCW 49.46.210. However, an employee shall not be required to provide verification for absences of less than four (4) consecutive days.

13.6 Prerequisites For Payment:

A. Prompt Notification: The employee shall promptly notify their immediate supervisor, by telephone or otherwise, on their first day off due to illness and each day thereafter unless advised otherwise by the immediate supervisor or unless physically impossible to do so. If an employee is on a special work schedule, particularly where a relief replacement is necessary if they are absent, the employee shall notify their immediate supervisor as far as possible in advance of their scheduled time to report for work.

B. Notification While on Paid Vacation or Compensatory Time Off: If an employee is injured or is taken ill while on paid vacation or compensatory time off, the employee shall notify their department on the first day of disability that they will be using paid sick leave. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented.

C. Filing Application: Unless there are extenuating circumstances, the employee shall submit the required application for sick leave pay within sixteen (16) working hours after their return to duty. However, if the employee is absent because of illness or injury for more than eighty (80) working hours, they shall then file an application for Family Medical Leave. Each supervisor shall obtain the necessary forms provided by the Seattle Human Resources department and make them available to the employee.

D. Claims to be in Fifteen Minute Increments: Sick leave shall be claimed in fifteen (15) minute to the nearest eight (8) minutes. Separate portions of an absence interrupted by a return to work shall be claimed on separate application forms.

E. Limitations of Claims: All sick leave claims shall be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee shall not exceed the employee's sick leave accumulation as shown on the payroll for the pay period immediately preceding their illness or disability. It is the responsibility of their department to verify that sick leave accounts have not been overdrawn, and if a claim exceeds the number of hours an employee has to their credit, the department shall correct their application.

F. Rate of Pay for Sick Leave Used: An employee who uses paid sick leave shall be compensated at the straight-time rate of pay as required by SMC Chapter 14.16, and other applicable laws, such as RCW 49.46.210.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. For employees who use paid sick leave hours that would have been overtime if worked, the City will apply requirements of SMC 14.16 and applicable laws such as RCW 49.46.210. See also Articles 10 and 13 for sick leave use and rate of pay for out-of-class assignments and standby duties.

G. 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.

13.7 Industrial Injury or Illness:

A. Any employee who is disabled in the discharge of their duties and if such disablement results in absence from their regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty-one (261) regularly scheduled work days counted from the first regularly scheduled work day after the day of the on-the-job injury, provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.

B. Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to their sick leave or vacation account. Scheduled work days falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like

manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no-pay status for these three (3) days.

If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in absence from their regular duties (up to a maximum of eighty percent [80%] of the employee's normal hourly rate of pay per day) shall be reinstated, or (2) if no sick leave or vacation was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 13.6.A.

C. In no circumstances will the amount paid under these provisions exceed an employee’s gross pay minus mandatory deductions. This provision shall become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.

D. Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning, or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers’ Compensation unit or employing department concerning the employee’s status or claim when properly notified at least five (5) working days in advance of such meeting, unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours’ notice of such meeting or examination.

   The City will provide a copy of the eligibility requirements to employees when they file a workers’ compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) days after notification to the employee.

E. Such compensation shall be authorized by the Seattle Human Resources Director or their designee with the advice of such employee's department head on request from the employee supported by satisfactory evidence

of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereafter amended.

F. Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled work days as applied to the time limitations set forth within Section 13.6.A. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 13.6.A.

G. Any employee eligible for the benefits provided by this Ordinance whose disability prevents the employee from performing their regular duties but, in the judgment of their physician could perform duties of a less strenuous nature, shall be employed at their normal rate of pay in such other suitable duties as the department head shall direct, with the approval of such employee's physician until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereafter amended.

H. Sick leave shall not be used for any disability herein described except as allowed in Section 13.6.A.

I. The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.

J. Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 R.C.W.

13.8 Bereavement Leave:

All employees covered by this Agreement are allowed forty (40) hours off without salary deduction for bereavement purposes in the event of the death of any relative. Bereavement leave may be used in full day increments or increments of one (1) hour, at the employee’s discretion. Bereavement leave must be used within one (1) year; employees may submit for exceptions to this within thirty (30) days (requests that come in after the 30 days will be considered) of the death if they know they will need longer than one (1) year to use leave for that event. This benefit is prorated for less-than-full-time employees.

For purposes of this Section, “relative” is defined as any person related to the employee by blood, marriage, adoption, fostering, guardianship, in loco parentis, or domestic partnership.

13.9 Leaves of Absence:

A. A leave of absence without pay for a period not exceeding sixty (60) consecutive days may be granted by the appointing authority of a department.

B. A request for a leave of absence longer than sixty (60) days bearing the favorable recommendation of the employee's appointing authority may be granted by the City Seattle Human Resources Director.

C. No employee shall be given leave to take a position outside the City service for more than sixty (60) days in any calendar year, except where it appears in the best interests of the City.

All requests for leaves of absence are to be requested in writing as far in advance as possible, stating all pertinent details and the amount of time requested.

At the expiration of the authorized leave of absence, a member of the bargaining unit shall resume their same class of work; however, standing and service credit shall be frozen at the commencement of the leave of absence and shall not continue to accrue until the employee returns from said leave.

When required by the department, employees will comply with Section 1.257 (Illness and Injury) of the Seattle Police Department Manual.

13.10 Emergency Leave: One (1) day or a portion thereof per Agreement year without loss of pay may be taken off subject to approval of the employee's supervisor and/or department head when it is necessary that the employee be immediately off work to attend to one of the following situations, either of which necessitates immediate action on the part of the employee:

A. The employee's spouse, child, parents or grandparents has unexpectedly become seriously ill or has had a serious accident; or

B. An unforeseen occurrence with respect to the employee's household; e.g., fire or flood. "Household" shall be defined as the physical aspects, including pets, of the employee's residence or vehicle.

C. The "day" of emergency leave may be used in one (1) hour increments. The total hours compensated under this provision, however, shall not exceed eight (8) hours in a contract year.

13.11 Pay for Deployed Military:

A. An employee in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose

military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as a City employee shall receive the difference between one hundred percent (100%) of their City base pay and their military pay (plus adjustments).

City base pay shall include every part of wages except overtime.

B. An employee who is ordered to active military duty by the United States government and who has exhausted their annual paid military leave benefit and is on unpaid military leave of absence shall be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

13.12 Sabbatical Leave: Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Seattle Municipal Code Chapter 4.33.

13.13 Paid Parental Leave: Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, “Paid Parental Leave,” may take leave for bonding with their new child.

13.14 Paid Family Care Leave: SMC 4.29, Paid Family Care Leave, which includes “Bea’s Law” is here by incorporated by reference into this Agreement.

13.15 Reinstatement: An employee who goes on leave does not have a greater right to reinstatement or other benefits and conditions of employment than if the employee had been continuously employed during the leave period, except as otherwise provided by SMC 14.16 and applicable laws such as RCW 49.46.210.

13.16 Sick Leave Donation Program: The City will standardize the current sick leave transfer (“donation”) program across all City departments through the following actions:

- Standardization of:
  - Forms
  - Processing templates

  - FAQs
  - Interdepartmental donation of sick leave
- Anonymizing sick leave requests for potential recipients
- Anonymizing sick leave donations from contributors

The intent of the program is to create a mandatory and uniform system that will function across departments as the established protocol for all sick leave donation requests and donations. The City agrees to perform this standardization using a Labor-Management Committee ("LMC") meeting, which will work in consultation with appropriate subject matter experts ("SMEs"), including but not limited to Seattle Human Resources, FAS Citywide Payroll and Business Systems, ITD HRIS and Race and Social Justice SMEs. The City further agrees to convene the LMC no later than 90 days from execution of this Agreement and to meet no less than monthly on the standardization process beginning in the month following the initial convening of the LMC.

13.17 State Paid Family Medical Leave ("SPFML") Top-Up: Employees receiving SPFML may use any of their accrued paid and/or granted leave ("leave") to supplement the SPFML benefit payment, up to 100% of their weekly salary paid by the City of Seattle. The use of such leave to augment the SPFML benefit shall be called "supplemental leave pay." Use of Leave by an employee to supplement SPFML is strictly voluntary. The City cannot require an employee to use accrued Leave to supplement SPFML benefits.

13.17.1 Supplemental Leave Pay Utilization Process:

A. Leave for the purposes of this proposal, is defined as all accrued and/or granted leave as set forth and defined in the City of Seattle Municipal Code Title 4 (Personnel) Sections 4.24 through 4.34 (vacation, sick leave, floating holidays, merit, comp time, executive, etc.).

B. Supplemental leave pay may be accessed starting the first pay period after the City has received the final SPFML claim determination notice from the Washington State Employment Security Department ("ESD").

C. Supplemental leave can be used by employees based on the date range signified in the SPFML eligibility letter. For instances in which that date has passed, employees can submit time sheet correction requests to add the use of supplemental leave, as defined above. No time sheet corrections or reactivity shall be applied to any date or SPFML prior to the execution of this Agreement.

D. The use of supplemental leave to "top-up" an employee's SPFML benefit shall not exceed the amount of accrued and/or granted leave the employee has available in their balances.

E. The use of accrued and/or granted paid leave to supplement the SPFML benefit will be available in 15 minute increments, except for when the accrued and/or granted paid Leave the employee requests to be used to supplement the SPFML must be used in full day increments as specified by a given collective bargaining agreement or by City code or Personnel rules (e.g. personal holidays), and then shall be only available in full-day increments.

F. An employee must have already accrued the paid/granted leave they seek to use for the pay period in which they seek to use it.

G. It is the employee's responsibility for determining whether they have the accrued/ and or granted leave they seek to use in a given pay period to supplement the SPFML.

13.18 Union Leave:

Upon written request, a regular employee elected or appointed to a Union office that requires all of their time will be given a leave of absence without pay from work, not to exceed one (1) year, with approval of the appointing authority based on the business needs of the department. The appointing authority will respond to such requests in writing within fourteen (14) calendar days. Should the appointing authority reject a request for Union Leave, the written response will include an explanation of the business need for the denial. Requests for Union Leave will not be unreasonably denied.

Leave may not be approved for more than one (1) employee at a time per Department. To be eligible for union leave under this provision, the employee must not currently be serving a probation or trial service period.

A regular employee designated by the Union to serve on official union business that requires a part of their time will be given a leave of absence without pay from work, provided it can be done without detriment to City services and at least forty-eight (48) hours written notice is given to the Director. The employee will not suffer a loss of bargaining unit seniority rights and will accumulate the same during such leave.

The parties agree that at the City's sole discretion, the leave may be terminated in the event of layoff. The City will provide one month notice before recalling an employee. The parties further agree that the City may at its sole discretion hire term-limited temporary employees to backfill for the absent employee.

ARTICLE 14 - HEALTH CARE, DENTAL CARE, LIFE INSURANCE, AND LONG TERM DISABILITY INSURANCE

14.1 Effective January 1, 2023, the City shall provide medical, dental, and vision plans (initially Kaiser Standard, Kaiser Deductible, Aetna Traditional and Aetna Preventive as self-insured plans, Delta Dental of Washington, Dental Health Services and Vision Services Plan) for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. For the duration of this agreement, the selection, addition and/or elimination of medical, dental and vision benefit plans, and changes to such plans including, but not limited to, changes in benefit levels, copays and premiums, shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

14.2 For the 2023 contract term, employee premium sharing and the status of the Rate Stabilization Fund shall be maintained as determined by the Health Care Committee at the last meeting of the Committee in September, 2004.

14.3 The parties agree: to amend for the 2015 - 2018 contract years the Memorandum of Agreement previously established by the parties to govern the Joint Labor-Management Health Care Committee process as follows:

A. The City shall pay up to one hundred seven percent (107% of the City's previous year's costs to the extent required to cover increases in the total health care costs for a given program year;

B. The RSF shall be utilized for any given program year until it is exhausted to cover costs in excess of the City's obligation identified in 1, above;

C. After the RSF has been exhausted, additional costs shall be shared by the City paying eighty-five percent (85%) of the excess costs and employees paying fifteen percent (15%) of the excess costs;

D. Plan designs are to be maintained during this Contract, not to be diminished. The respective health care plan benefit designs may only be modified by the Health Care Committee for either contract year by the written, mutual agreement of the parties (Coalition of City Unions and the City);

E. Should the parties agree to reduce premium costs, the reduction would apply to City as well as employee premiums. Use of resources from the RSF during either contract year to reduce projected increase in health care costs that exceed the resources provided through 1, above shall be

authorized only if applied to the total, annual premiums of the respective health care plan(s); and

F. No decision by the Health Care Committee shall be permitted that modified the established percentages established in c).

14.4 Employees who retire and are under the age of sixty-five (65) shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.

14.5 New, regular employees are eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).

14.6 Life Insurance: The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows:

14.6.1 Future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employee's share of the monthly premiums or for life insurance purposes otherwise negotiated.

14.6.2 Whenever the Group Term Life Insurance Fund contains substantial rebate monies that are earmarked pursuant to Section 14.6 to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact and the parties, through the Labor-Management Health Care Committee shall determine how said money shall be utilized.

14.6.3 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.

14.7 Long Term Disability: The City shall provide a Long Term Disability (LTD) insurance program for all eligible employees for occupational and non-occupational accidents or illnesses. The City shall pay the full monthly premium cost of a base plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first six hundred sixty seven dollar ($667.00) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum eight thousand three hundred thirty

three dollars [$8,333.00] per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.

14.7.1 During the term of this Agreement, the City may, at its discretion change or eliminate the insurance carrier for any long-term disability benefits covered by this Section and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.

14.7.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2023 for the base plan; provided further, such cost shall not exceed the maximum limitation on the City's premium obligation per calendar year as set forth within Section 14.7.

Long-Term Care: The City may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.

14.8 State and Federal Health Care Legislation: If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this Agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.

14.9 Labor-Management Health Care Committee: A Labor-Management Health Care Committee was established by the parties. This Committee shall be responsible for governing the medical, dental and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement.

ARTICLE 15 - RETIREMENT

15.1 Pursuant to Ordinance 78444 as amended, all employees shall be covered by the Seattle City Employees Retirement System.

15.2 Effective January 1, 2017 consistent with Ordinance No. 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

EVIDENCE CONTROL SPECIALISTS, CHIEFS (assigned to SPD)

16.1 The work day of Evidence Control Specialists and Senior Evidence Control Specialists shall consist of eight (8) consecutive hours. Employees may apply for and management may approve alternative work schedules, including but not limited to 4/10 schedules. Denial of alternative work schedules may not be grieved.

16.1.1 Employees covered by this Agreement may take a fifteen (15) minute rest period during each half of their work day, provided such rest breaks have been approved by the Sergeant in charge of the Evidence Unit or their designee.

16.2 All work performed in excess of the employee's regularly scheduled shift of not less than eight (8) hours in any work day or forty (40) hours in any work week shall be considered as overtime and shall be paid at the overtime rate of one and one-half (1-1/2) times the straight-time hourly rate of pay or by mutual consent between the employee and the Unit Sergeant or designee in compensatory time off at the applicable overtime rate, except as provided in Appendix C.

16.2.1 The Unit Sergeant, or designee, shall determine when overtime work is required of employees, as well as which employees will be assigned to work overtime.

16.2.2 Standby Duty: Whenever an employee is placed on standby duty by the City, the employee shall be available at a predetermined location to respond to emergency calls and, when necessary, return immediately to work. Employees who are placed on standby duty by the City shall be paid at the rate of ten percent (10%) of the employee's straight-time hourly rate of pay. An employee may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties. When an employee is required to return to work while on standby duty, the standby duty pay shall be discontinued for the actual hours on work duty, and compensation shall be provided in accordance with Section 16.2.3.

16.2.3 Overtime Minimum Pay: In the event overtime is not an extension either at the beginning or end of a normal shift, the minimum pay shall be three (3) hours at the time and one-half (1-1/2) rate, except as provided in Appendix C. A shift extension is defined as reporting for duty within three (3) hours preceding or within one (1) hour following a regularly scheduled shift. There will be no pyramiding of callback overtime pay within a three (3) hour period.

16.2.4 Overtime Assignment: Overtime will ordinarily be assigned to full-time, permanent, non-probationary employees. In circumstances where full-time, permanent, non-probationary employees are not available to work assigned overtime, the Employer may assign overtime work to probationary employees.

16.3 Shift hours may be established by the Unit Sergeant or designee. Any change from existing shifts shall be discussed with the Union.

16.3.1 The Sergeant in Charge of the Evidence Unit, or designee, shall determine which employees are to be assigned to a shift and which employees will be required to rotate through the shifts. The method and timing of rotation shall be determined by the Unit Sergeant or designee. Any change from the existing method and timing of rotation shall be discussed with the Union.

16.3.2 Effective January 1, 2023, a shift differential of one dollar and twenty-five cents ($1.25) per hour, for hours actually worked and for paid sick leave, shall be paid to employees who work or are paid sick leave for the absence from the 3:30 p.m. to 11:30 p.m. shift. A shift differential of one dollar and seventy-five cents ($1.75) per hour, for hours actually worked or sick leave paid, shall be paid to employees who work the 11:30 p.m. to 7:30 a.m. shift; and if an employee works a shift that overlaps either of the two (2) shifts for which a shift differential is paid, such employee shall be paid the appropriate shift differential assigned to the hours of work. Provided, under no circumstances will employees be paid a shift differential for hours worked or sick leave paid for the absence from work between 7:30 a.m. and 3:30 p.m. and shift differential shall not be paid unless an employee works at least four (4) hours into a shift that has a differential.

16.3.3 The shift premium shall apply only to time actually worked by an employee and will not apply to time off with pay, with the exception of paid sick leave. For example, the shift premium shall not apply to vacation, holiday pay, funeral leave, etc. The shift differential will be paid to employees who are assigned to work overtime only if they work four (4) or more consecutive overtime hours into the swing or graveyard shift, in which case the appropriate shift differential will be paid for all hours of overtime worked during that swing or graveyard shift.

16.3.4 Alternative work schedules may be arranged through the mutual agreement of the parties.

16.3.4.1 Notwithstanding provisions in this Article to the contrary, the parties agree to continue the 9/80 alternative work schedule, as set forth in a separate Memorandum of Agreement (MOA).

COMMUNITY SERVICE OFFICERS AND SUPERVISORS

16.4 Overtime: Except as otherwise provided in this Article, all work performed in excess of the employee's regularly scheduled shift of not less than eight (8) hours in any workday or forty (40) hours in any work week shall be considered as overtime. Such overtime work shall be either paid for at the rate of one and one-half (1-1/2) times the employee's regular straight-time rate of pay or compensated for by compensatory time off at a rate of one and one-half (1-1/2) times the overtime hours worked. Compensation in the form of compensatory time must be agreeable to both the affected employee and the City. The Department will develop a policy to determine the maximum amount of compensatory time that may be accumulated. Such policy may also set a date or time period by which compensatory time will be used and if not used that it will be paid for at the prescribed rate. Until such policy has been developed, accrual of compensatory time will be in compliance with the requirements set forth in the FLSA.

16.4.1 Overtime Minimum Pay: In the event overtime is not an extension either at the beginning or end of a normal shift, the minimum pay shall be three (3) hours at the time and one-half (1-1/2) rate. A shift extension is defined as reporting for duty within three (3) hours preceding or within one (1) hour following an officer's regularly scheduled shift. In the event an individual is called back to work overtime or for a court appearance, the employee shall not normally be required to perform duties unrelated to the particular reasons for which they were called back to duty. In the event an employee has, by their own action, failed to submit reports, statements, etc., concerning an event during their previous tour of duty and has failed to have reports properly approved by their supervisor, then and in that event the City will not be obligated to pay any callback or overtime payments; nor shall the City be obligated to make any overtime payments when employees by their own action fail to properly perform other assigned duties. Callbacks of an employee will be made only when it is impractical to fulfill the purpose of the callback at the employee's next regular shift. There will be no pyramiding of callback overtime pay within a three (3) hour period.

16.5 Overtime Pay for Court Appearances: The following schedule depicts minimum time allowed for court appearances or at any pre-trial hearing or conference. Any additional time beyond the minimums will be paid hour for hour.

A. If the session starts less than two and one-half (2-1/2) hours before or after their shift, it will be considered a shift extension for court. Employees will be compensated for the amount of time spent before or after their shift at the straight-time rate of pay and for the time spent in court at the time and one-half (1-1/2) rate of pay on an hour-by-hour basis.

B. If the session starts two and one-half (2-1/2) or more hours before or after their shift, compensation will be for a minimum of three (3) hours at the time and one-half (1-1/2) rate of pay.

C. An employee on scheduled time off, vacation, or holiday, and subpoenaed for court or otherwise called in for court-related hearings, shall receive a minimum of three (3) hours' overtime at the rate of time and one-half (1-1/2) their regular rate of pay.

D. There will be no pyramiding of overtime minimum pay within a three (3) hour period or continuous to a three (3) hour period ending as such relates to court appearances described above. For example, if an employee is called in for a court-related hearing on their scheduled furlough day at 1100 hours, is released at 1200 hours, and then called back in at 1400 hours for a new case, the employee will receive three (3) hours of overtime minimum pay to cover the time between 1100 hours and 1400 hours and then will receive overtime pay at the time and one-half (1-1/2) rate on an hour-by-hour basis after that. Or, alternatively, if an employee is called in for a court-related hearing on their furlough day at 1100 hours, is released at 1200 hours, and then called back in at 1500 hours for a new case, the employee will receive three (3) hours of overtime minimum pay to cover the time between 1100 hours and 1400 hours and then will receive another three (3) hours of overtime minimum pay to cover the time between 1500 hours and 1800 hours. (In the second example, an additional three (3) hours of overtime minimum pay begins at 1500 hours since there is a break in time between the expiration of the initial three (3) hours of overtime minimum pay and when the employee is called back to court. There is no pay for the time not worked between 1400 hours and 1500 hours.

16.6 When management deems it necessary, work schedules may be established other than Monday through Friday; provided, however, that where work weeks other than the basic departmental work week schedules in force on the effective date of this Agreement are deemed necessary, the change(s) and reason therefore shall be provided to the Union in advance where practical and, upon request, such change(s) shall be discussed with the Union. Where practical, at least forty-eight (48) hours' advance notification shall be afforded the Union and the affected employees when shift changes are required by the City. In instances where forty-eight (48) hours' advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first shift worked under the new schedule unless said notification was impractical.

16.7 Assignment and Shift Trades: By mutual agreement and subject to management's approval, employees other than Supervisors may exchange geographic assignments or, for the balance of the duration of a shift rotation,

exchange shifts. Approval by management shall not be unreasonably withheld.

16.8 A subject for discussion at labor-management meetings during the term of this Agreement shall be developing procedures for the purpose of attempting to provide employees an equitable opportunity to fill vacant positions, to be assigned scheduled overtime or work on holidays, and to be granted their vacation requests.

16.9 Standby Duty: Whenever an employee is placed on Standby Duty by the City, the employee shall be available at a predetermined location to respond to emergency calls and, when necessary, return immediately to work. Employees who are placed on Standby Duty by the City shall be paid at the rate of ten percent (10%) of the employee's straight-time hourly rate of pay. When an employee is required to return to work while on Standby Duty, the Standby Duty pay shall be discontinued for the actual hours on work duty and compensation shall be provided in accordance with Section 16.5.1.

16.10 Shift Differential: Effective January 1, 2023, a shift differential of one dollar and twenty-five cents ($1.25) per hour, for hours actually worked, shall be paid to employees who work the 3:30 p.m. to 11:30 p.m. shift. A shift differential of one dollar and seventy-five cents ($1.75) per hour, for hours actually worked, shall be paid to employees who work the 11:30 p.m. to 7:30 a.m. shift; and if an employee works a shift that overlaps either of the two (2) shifts for which a shift differential is paid, such employee shall be paid the appropriate shift differential assigned to the hours of work. Provided, under no circumstances will employees be paid a shift differential for hours worked between 7:30 a.m. and 3:30 p.m. and shift differential shall not be paid unless an employee works at least four (4) hours into a shift that has a differential.

16.10.1 The shift premium shall apply only to time actually worked by an employee and will not apply to time off with pay. For example, the shift premium shall not apply to, vacation, holiday pay, funeral leave, etc. The shift differential will be paid to employees who are assigned to work overtime only if they work four (4) or more consecutive overtime hours into the swing or graveyard shift, in which case the appropriate shift differential will be paid for all hours of overtime worked during that swing or graveyard shift.

EVIDENCE CONTROL SPECIALISTS, CHIEFS AND COMMUNITY SERVICE OFFICERS, SUPERVISORS

16.11 Meal Reimbursement: When an employee is specifically directed by the City to work two (2) hours or longer at the beginning or end of their normal work shift away from their place of residence of not less than eight (8) hours or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768, and the employee actually purchases a reasonably priced meal away from their place of residence as a result of such additional hours of work, the employee shall be reimbursed for the *"reasonable cost"* of such meal in accordance with Ordinance 111768. In order to receive reimbursement, the employee must furnish the City with a dated original itemized receipt from the establishment for said meal no later than the end of the following pay period; otherwise, the employee shall be paid twenty dollars ($20.00) in lieu of reimbursement for the meal.

16.11.1 To receive reimbursement for a meal under this provision, the following rules shall be adhered to:

A. Said meal must be eaten within a reasonable time after completion of the overtime work. Meals shall not be saved, consumed and claimed at some later date.

B. In determining *"reasonable cost,"* the following shall also be considered:

1. The time period during which the overtime is worked; and
2. The availability of reasonably priced eating establishments at that time; and
3. The employee's dietary needs.

C. The City shall not reimburse for the cost of alcoholic beverages.

16.11.2 In lieu of any meal compensation as set forth within this Section, the City may, at its discretion, provide a meal.

16.11.3 When an employee is called out to the field or a City facility in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to their normal shift of not less than eight (8) hours, said employee shall be eligible for meal reimbursement pursuant to Sections 16.11, 16.11.1, and 16.11.2; provided, however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid twenty dollars ($20.00) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation.

16.12 Any past, present, or future work schedule in which an employee, by action of the City, receives eight (8) hours' pay for less than eight (8) hours' work per day may be changed by the City, at any time, so as to require such an employee to work eight (8) hours per day for eight (8) hours' pay.

16.13 Scheduling Changes:

1. Definitions: For the purpose of this section the following definitions shall apply:
    a. Work Schedule – This is an employee's assigned workdays, work shift, and days off.
    b. Workday – This is an employee's assigned day(s) of work.
    c. Work Shift – This is an employee's assigned hours of work in a workday.
    d. Days Off – This is an employee's assigned non-working days.

2. Extended Notice Work Schedule Change: At least fourteen (14) calendar days' advance notification shall be afforded affected employees when work schedule changes lasting longer than thirty (30) calendar days are required by the City. The fourteen (14) calendar day advance notice may be waived by mutual agreement of the employee and management, with notice to the Union.

3. Short Notice Work Schedule Change: At least forty-eight (48) hours advance notification shall be afforded affected employees when work schedule changes lasting less than thirty (30) calendar days are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first work shift worked under the new schedule.

4. Short Notice Work Shift Change: At least forty-eight (48) hours advance notification shall be afforded affected employees when work shift changes lasting less than thirty (30) calendar days are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first work shift worked under the new schedule.

16.14 Telecommuting: Nothing in this Article abridges the Employer's rights enumerated within this Agreement.

Telecommuting is an arrangement in which an employee's job duties may be performed at an alternative worksite, such as the employee's residence or a satellite office located closer to the employee's residence than the primary worksite where the employee is regularly assigned.

Telework is recognized by the City and its employees as a practical, feasible and durable work alternative when it benefits the City of Seattle in one (1) or more of the following ways:

A. Maintains and enhances the delivery and resilience of City services;
B. Improves employee effectiveness, productivity and morale;
C. Maximizes utilization of City of Seattle office facilities;
D. Reduces absenteeism;
E. Promotes employee health and wellness, including ergonomic health;
F. Improves employee recruitment and retention;
G. Improves air quality and reduce traffic congestion;
H. Enhances the working life and opportunities of persons with disabilities; and
I. Other reasons as defined by the appointing authority.

Telecommuting is encouraged but not mandated for employees, including temporary employees. Each employee will have the opportunity to request a Telecommuting Agreement. The employee must submit the request in writing to the City.

The City and the employee will evaluate the feasibility of a request through an interactive process consistent with Personnel Rule 9.2 - Telecommuting. The City will consider all information provided by the employee, including but not limited to health and safety, childcare, elder care and other family care, equity and transportation needs when making a decision on whether to grant a request.

When reporting to a primary worksite is required by an “in-office” weekly minimum policy, four (4) hours work shall constitute an “in office” shift and the minimums may be met based on an average within a pay period. “In office” will include field work such as, but not limited to, inspections, public meetings, trainings, events and work at City designated facilities, provided the employee is in paid status and performing work on behalf of the City.

The employee shall report to the employing unit's primary worksite for public-facing services when so directed.

The employee shall take reasonable precautions to protect City owned equipment, if any, from theft, damage, or misuse. It remains the employer’s responsibility to insure equipment used for approved telecommuting purposes.

The decision of whether or not to grant a Telecommuting Agreement must be stated in writing and must include the reason(s) for the denial or approval, and be provided to the employee.

Supervisors will add information about telecommuting eligibility to position descriptions and job postings.

A working relationship between supervisor and employee, negative performance reviews and/or employee disciplinary history unrelated to telecommuting may not be considered as the sole basis for denial of a Telecommuting Agreement request unless the City has documented a nexus between the performance/discipline and the telecommuting agreement request.

Denied Telecommuting Agreement requests will be reported to the Union. The employee will have the opportunity to request a reconsideration of a denial to the Appointing Authority or designee.

16.14.1 Changes to Agreed Telecommuting Agreements: Employees approved for telecommuting acknowledge and recognize that business and/or employee needs arise that may necessitate a temporary deviation from an approved telecommuting agreement. The City or employee shall provide as much advance notice as possible. Alternative deviations may be considered and such deviations, whenever possible, should be infrequent.

The terms and conditions of individual telecommuting agreements shall be set forth in completed and signed telecommuting agreements with a copy provided to the Union.

The City or the employee may terminate a telecommuting agreement, in writing, with a minimum advance notice of thirty (30) calendar days. When the City terminates a telecommuting agreement, the employee must receive written notification stating the reason(s) for the termination. Upon receiving written notification of termination, the employee may appeal the termination of the Telecommuting Agreement to the department head. The employee may have union representation during an appeal meeting.

ARTICLE 17 - TRANSFERS, VOLUNTARY REDUCTION, LAYOFF, AND RECALL

17.1 Transfers: The transfer of an employee shall not constitute a promotion except as provided in Section 17.1.2.D.

17.1.1 Intra-departmental Transfers: A department head may transfer an employee from one position to another position in the same class in their department without prior approval of the Seattle Human Resources Director, but must report any such transfer to the Seattle Human Resources Department within five (5) days of its effective date.

17.1.2 Other transfers may be made upon consent of the department head of the departments involved and with the Seattle Human Resources Director's approval as follows:

A. Transfer in the same class from one department to another.

B. Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.

C. Transfer, in lieu of layoff, may be made to a single position in another class in the same or a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular employee or probationary employee is not displaced.

D. Transfer, in lieu of layoff, may be made to a single position in another class when such transfer would constitute a promotion or advancement in the service, provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular employee or probationary employee is not displaced and when transfer in lieu of layoff under Section 17.1.2.C is not practicable.

E. The Seattle Human Resources Director may approve a transfer under Sections 17.1.2 A, B, C, or D, with the consent of the department head of the receiving department only, upon a showing of the circumstances justifying such action.

F. Transfer may be made to another similar class with the same maximum rate of pay in the same or a different department upon the Seattle Human Resources Director's approval of a written request by the appointing authority.

17.1.2.1 Employees transferred pursuant to the provisions of Section 17.1.2 shall serve probationary and/or trial service periods as may be required in Article 8, Section 8.5.

17.2 Voluntary Reduction: A regularly appointed employee may be reduced to a lower class upon the employee's written request stating their reason for such requested reduction, if the request is concurred in by the department head and is approved by the Seattle Human Resources Director. Such reduction shall not displace any regular employee or any probationary employee.

17.2.1 An employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 17.3.5. Upon a showing, concurred in by the department head that the reason for such voluntary reduction no longer exists, the Seattle Human Resources Director may restore the employee to their former status.

17.3 Layoff: Layoff shall be defined as the interruption of employment and suspension of pay of any regular or probationary employee because of lack of work, lack of funds or through reorganization. Reorganization when used as a criterion for layoff shall be based upon a specific policy decision by legislative authority to eliminate, restrict, or reduce functions or funds of a particular department.

17.3.1 Employees within a given class in a department shall be subject to layoff in accordance with the following order:

A. Interim appointees;

B. Temporary or intermittent employees not earning service credit;

C. Probationary employees (except as their layoff may be affected by military service during probation);

D. Regular employees in order of their length of service, the one with the least amount of service being laid off first.

17.3.2 The City may lay off out of the order set forth within Section 17.3.1 upon a showing by the department head that the operating needs of the department require a special experience, training, or skill.

17.3.3 The City shall notify the Union and the affected employee in writing at least two (2) weeks in advance whenever possible, when a layoff is imminent within the bargaining unit. However, in the event of a temporary layoff of less than fifteen (15) days, no advance notice need be provided to either the Union or the laid-off employee.

17.3.4 At the time of layoff, a regular employee or a promotional probationary employee shall be given an opportunity to accept reduction to the next lower class in a series of classes in their department or they may be transferred as provided in Section 17.1.2.C. An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 17.3.5.

17.3.5 For purposes of layoff, service credit in a class for a regular employee shall be computed in that class and shall be applicable in the department in which employed as follows:

A. After completion of the probationary period, service credit shall be given for employment in the same, equal, or higher class, including service in other departments, and shall include temporary or intermittent employment in the same class under regular appointment prior to appointment.

B. A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position.

C. Service Credit shall be given for previous regular employment of an incumbent in a position that has been reallocated and in which they have been continued with recognized standing.

D. Service credit shall be given for service prior to an authorized transfer.

E. Service credit shall be given for time lost during:
   1. Jury Duty;
   2. Disability incurred in line of service;
   3. Illness or disability compensated for under any plan authorized and paid for by the City;
   4. Service as a representative of a Union affecting the welfare of City employees;
   5. Service with the armed forces of the United States, including but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

17.3.5.1 Service credit for purposes of layoff shall not be recognized for the following:

A. For service of a regular employee in a lower class to which they have been reduced and in which they have not had regular standing, except from the time of such reduction.

B. For any employment prior to a separation from the Civil Service other than by a resignation that has been withdrawn within sixty (60) days from the

effective date of the resignation and bears the favorable recommendation of the department head and is approved by the Seattle Human Resources Director.

C. For service of a regular employee while in a lower class prior to the time when the employee was transferred or promoted to a higher class.

17.4 Recall: The names of regular employees who have been laid off or when requested in writing by the department head, probationary employees who have been laid off, shall be placed upon a Reinstatement Recall List for the same class and for the department from which laid off for a period for one (1) year from the date of layoff. Provided that for the names of regular, trial service, or probationary employees who have been laid off as part of the process for establishing the City's 2003 general fund budget shall be placed upon a Reinstatement Recall List for the same class and for the department from which laid off for a period of two (2) years from the date of the layoff.

17.4.1 Upon request of the department head, the Seattle Human Resources Director may approve the certification of anyone on such a Reinstatement Recall List as eligible for appointment on an open competitive basis in the department requesting certification.

17.4.2 Anyone on a Reinstatement Recall List who becomes a regular employee in the same class in another department shall lose their reinstatement rights in their former department.

17.4.3 Anyone accepting an appointment in the class from which they were laid off and, in a department other than that from which they were laid off, shall not be certified to their former department unless eligibility for that department is restored.

17.4.4 Refusal to accept work from a Reinstatement Recall List shall terminate all rights granted under this Agreement; provided, however, no employee shall lose reinstatement eligibility by refusing to accept appointment in a department other than the one from which the employee was laid off.

17.4.5 If a vacancy is to be filled in a given department and a Reinstatement Recall List for the classification for that vacancy contains the names of eligible employees who were laid off from that classification and from that department, the following shall be the order of certification:

A. Regular employees in the order of their length of service. The regular employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.

B. Probationary employees without regard to length of service. The names of all probationary employees upon the Reinstatement Recall List shall be certified together.

17.4.5.1 If a vacancy is to be filled in a department and a Reinstatement Recall List for the classification for that vacancy contains the names of eligible employees who were laid off from that classification and from a different department, the following shall be the order of certification:

A. Regular employees in the order of their length of service.

B. The regular employee on the Reinstatement Recall List who has the most service credit and who at the time of layoff was performing services essentially the same as required by the vacancy shall be offered employment on a trial basis in said vacancy.

C. A department may refuse to employ a person referred to it pursuant to this Section upon providing a reasonable justification therefore in writing to the Seattle Human Resources Director and the Union.

D. This Section shall only be applicable to those positions that are covered by this Agreement.

17.4.5.2 The City reserves the right to implement a recall procedure for all employees in the non-uniformed classified service as described in Section 17.4.5.1, Subparts A, B, and C on a Citywide basis. In the event and at such time that the City implements such a procedure on a Citywide basis, the procedure set forth in Section 17.4.5.1 shall no longer be restricted only to those positions that are covered by this Agreement but shall cover all positions within the non-uniformed classified service.

17.4.6 The City may recall laid-off employees out of the order set forth within Section 17.4.5 upon showing by the department head that the operating needs of the department require such experience, training, or skill.

17.4.7 Nothing in this Article shall prevent the reinstatement of any regular employee or probationary employee for the purpose of transfer to another department, either for the same class or for voluntary reduction in class as provided in this Article.

17.5 The City agrees to support employees facing layoff by providing the Project Hire program during the term of this Agreement. If a department is hiring for a position in which the employee is qualified, and if no business reason would otherwise make the employee unsuitable for employment, the employee will be interviewed for the vacancy. This provision does not create any guarantee or entitlement to any position. The Project Hire guidelines apply.

ARTICLE 18 - SUBORDINATION OF AGREEMENT

18.1 The parties hereto and the employees of the City are governed by the provisions of applicable federal law, state law, and the City Charter. When any provision thereof is in conflict with the provisions of this Agreement, the provisions of said federal law, state law, or City Charter are paramount and shall prevail.

18.2 The parties hereto and the employees of the City are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE 19 - ENTIRE AGREEMENT

19.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

ARTICLE 20 - SAVINGS CLAUSE

20.1 If an Article of this Agreement or the Appendix attached hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and Appendix shall not be affected, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article.

ARTICLE 21 - TERM OF AGREEMENT

21.1 All terms and provisions of this Agreement shall become effective on January 1, 2023, or upon signing by both the City and the Union, whichever is later, and shall remain in full force and effect through December 31, 2026. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90), but not more than one hundred twenty (120), days prior to December 31, 2026. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement, and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

21.2 In the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms and provisions of this Agreement shall continue to remain in full force and effect until a new Agreement is consummated or unless, consistent with RCW 41.56.123, the City serves the Union with ten (10) days' notification of intent to unilaterally implement its last offer and terminate the existing Agreement.

21.3 Either party may reopen this Agreement for the purpose of negotiating a restructuring of the Evidence Control Specialist Unit and/or a random drug testing program.

Signed this _____ day of _____, 2024.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL UNION NO. 117

_____
Paul Dascher
Secretary-Treasurer

CITY OF SEATTLE
Executed under authority of
Ordinance No. _____

_____
Bruce Harrell, Mayor

_____
Shaun Van Eyk, Labor Relations Director

APPENDIX A

EVIDENCE CONTROL SPECIALISTS AND EVIDENCE CONTROL SPECIALIST CHIEFS

Section 1 Effective January 4, 2023, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

	Step 1	Step 2	Step 3	Step 4	Step 5
Evidence Control Specialist	33.35	34.62	36.01	-N/A-	-N/A-
Evidence Control Specialist, Senior	36.73	38.12	39.61	-N/A-	-N/A-
Evidence Control Specialist, Chief	38.28	39.72	41.29	42.85	44.43

Section 1.1 Effective January 3, 2024, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

	Step 1	Step 2	Step 3	Step 4	Step 5
Evidence Control Specialist	38.90	40.38	42.00	-N/A-	-N/A-
Evidence Control Specialist, Senior	42.82	44.47	46.20	-N/A-	-N/A-
Evidence Control Specialist, Chief	44.65	46.33	48.16	49.99	51.82

Section 1.2 Effective January 4, 2025, wages will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) and a maximum of four percent (4%).

Hourly Base Wage Rates as of January 4, 2025 will be adjusted based on the formula noted above, which is also noted in Article 9.1.3. However, the following titles in this bargaining unit will first have their 2024 base rate adjusted as follows before the formula above and in Article 9.1.3 is applied:

	Step 1	Step 2	Step 3	Step 4	Step 5
Evidence Control Specialist	40.84	42.40	44.10	-N/A-	-N/A-
Evidence Control Specialist, Senior	44.99	46.68	48.50	-N/A-	-N/A-
Evidence Control Specialist, Chief	46.88	48.64	50.56	52.48	54.41

Section 1.3 Effective January 10, 2026, wages will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2024 through June 2025 to the period June 2025 through June 2026. However, this percentage increase shall not be less than two percent (2%) and a maximum of four percent (4%). After calculating the new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

APPENDIX B

COMMUNITY SERVICE OFFICERS AND COMMUNITY SERVICE OFFICER SUPERVISORS

Section 1 Effective January 4, 2023, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

	Step 1	Step 2	Step 3	Step 4	Step 5
Community Service Officer (CSO)	39.15	40.64	42.26	43.87	45.65
Community Service Officer, Supervisor	44.69	46.43	48.31	50.21	-N/A-

Section 1.1 Effective January 3, 2024, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

	Step 1	Step 2	Step 3	Step 4	Step 5
Community Service Officer (CSO)	41.84	43.44	45.18	46.89	48.80
Community Service Officer, Supervisor	47.77	49.63	51.64	53.68	-N/A-

Section 1.2 Effective January 4, 2025, wages will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) and a maximum of four percent (4%). minimum 1.5%, maximum 4%.

Hourly Base Wage Rates as of January 4, 2025 will be adjusted based on the formula noted above, which is also noted in Article 9.1.3. However, the following titles in this bargaining unit will first have their 2024 base rate adjusted as follows before the formula above and in Article 9.1.3 is applied:

	Step 1	Step 2	Step 3	Step 4	Step 5
Community Service Officer (CSO)	42.87	44.51	46.29	48.04	50.00
Community Service Officer, Supervisor	48.94	50.85	52.91	54.99	-N/A-

Section 1.3 Effective January 10, 2026, wages will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2024 through June 2025 to the period June 2025 through June 2026. However, this percentage increase shall not be less than two percent (2%) and a maximum of four percent (4%). minimum 1.5%, maximum 4%. After calculating the new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

APPENDIX C

EVIDENCE CONTROL SPECIALIST, CHIEF POSITIONS AT SEATTLE POLICE DEPARTMENT EVIDENCE WAREHOUSE

The bargaining unit transfer of the Chief Warehouser positions assigned to the SPD Evidence Warehouse from the Union's bargaining unit under the terms of the JCC collective bargaining agreement to the Union's Evidence Warehouser bargaining unit became effective January 1, 2020 with status quo wage rates and overtime provisions as stated in the JCC collective bargaining agreement effective January 1, 2019 through December 31, 2021.

In the event that a successor bargaining agreement for the Evidence Control Specialist unit has not been ratified by December 31, 2026, the overtime provisions applicable to the Evidence Control Specialist, Chief positions, based on the JCC contract, Appendix F will not be considered "status quo" and considered excluded for purposes of RCW 41.56.123(1), as allowed under RCW 41.56.123 (2). In that event, the Evidence Control Specialist, Chiefs will be subject to the overtime provisions of the Evidence Control Specialist collective bargaining agreement, Article 16.2,16.2.3, 16.4, 16.4.1 and 16.5, effective January 1, 2023 until a successor agreement has been ratified or otherwise implemented in accordance with RCW 41.56.123 (1).

APPENDIX D

The following MOU attached hereto as Appendix C and signed by the City of Seattle and Local 77 ("Parties"), is adopted and incorporated as an Appendix to this Agreement to address certain matters with respect to membership and payroll deductions after the U.S. Supreme Court's decision in Janus v. AFSCME. The Agreement is specific and limited to the content contained within it. Nothing in the MOU is intended, nor do the Parties intend, for the MOU to change the ability to file a grievance on any matter of dispute which may arise over the interpretation or application of the collective bargaining agreement itself. Specifically, nothing in the MOU is it intended to prevent the filing of a grievance to enforce any provision of Article 3, Union Membership and Dues. Any limitations on filing a grievance that are set forth in the MOU are limited to actions that may be taken with respect to the enforcement of the MOU itself, and limited specifically to Section B of the MOU. The Parties agree that the attached MOU shall last through the term of this Agreement, December 31, 2022.

Section A of the MOU has been incorporated into the collective bargaining as Article 4 – Union Membership and Dues.

MEMORANDUM OF UNDERSTANDING

By and Between

THE CITY OF SEATTLE

And

COALITION OF CITY UNIONS

(Amending certain collective bargaining agreements)

Certain Unions representing employees at the City of Seattle have formed a coalition (herein referred to as "Coalition of City Unions") to collectively negotiate the impacts of the *Janus v. AFSCME* Supreme Court decision and other conditions of employment with the City of Seattle (herein referred to as "City;" together the City and this Coalition of City Unions shall be referred to as "the Parties"); and

This Coalition of City Unions for the purpose of this Memorandum of Understanding (MOU) shall include the following individual Unions, provided that the named Unions are also signatory to this MOU: the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 104; the International Union of Painters and Allied Trades District Council #5; the Inlandboatmen's Union of the Pacific; Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 117; the International Brotherhood of Electrical Workers, Local 46; the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32; the International Brotherhood of Teamsters, Local 763; the International Union of Operating Engineers, Local 286; the UNITE Hotel Employees & Restaurant Employees, Local 8; the Public Service & Industrial Employees, Local 1239; the Washington State Council of County and City Employees, Local 21; the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, Local 15; the Sheet Metal Workers International Association, Local 66; the Seattle Municipal Court Marshals' Guild; the Pacific Northwest Regional Council of Carpenters; the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289; the Seattle Parking Enforcement Officers Guild; the Seattle Police Dispatchers' Guild; the Seattle Police Management Association; and the Seattle Police Officers' Guild.

Background

In June of 2018, the United States Supreme Court issued the *Janus v. AFSCME decision*. In response to this change in circumstances, this Coalition of City Unions issued demands to bargain regarding the impacts and effects of the *Janus v. AFSCME* Supreme Court decision.

Included in the Parties collective bargaining agreements is a subordination of agreement clause that in summary states, *It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, City Charter, and state law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal law, City Charter, or state law are paramount and shall prevail.*

The parties have agreed to engage in negotiations over the impacts and effects of this change in circumstances to reflect compliance with the *Janus v. AFSCME* Supreme Court decision.

Agreements

Section A. Amended Union Dues and Membership Language

The Parties agree to amend and modify each of the Parties' collective bargaining agreements as follows:

Article X – Union Engagement and Payroll Deductions

The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The performance of this function is recognized as a service to the Union by the City and The City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only. The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from Union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit. The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement. At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of their bargaining unit attending the Orientation.

The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle,

including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

New Employee and Change in Employee Status Notification: The City shall supply the Union with the following information on a monthly basis for new employee's: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.

Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of their dues authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the union that the terms of the employee's authorization regarding dues deduction revocation have been met. The City will refer all employee inquiries or communications regarding union dues to the appropriate Union.

Section B. Agreement on Impacts of the *Janus v. AFSCME* Supreme Court Decision

The Parties further agree:

1. Member Training: During each year of this agreement a Union's principal officer may request that Union members be provided with at least eight (8) hours or one (1) day, whichever is greater, of paid release time to participate in member training programs sponsored by the Union. The Parties further agree that the release of employees shall be three (3) employee representatives per each Union in an individual Department; or two percent (2%) of a single Union's membership per each department, to be calculated as a maximum of two percent (2%) of an individual Union's membership in that single department (not citywide), whichever is greater. The approval of such release time shall not be unreasonably denied for arbitrary and/or capricious reasons. When granting such requests, the City will take into consideration the operational needs of each Department. At its sole discretion, the City may approve paid release time for additional employee representatives from each Department on a case-by-case basis.

2. The Unions shall submit to the Office of Labor Relations and the Department as far in advance as possible, but at least fourteen (14) calendar days in advance, the names of those members who will be attending each training course. Time off for those purposes shall be approved in advance by the employee's supervisor.

3. New Employees: The City shall work with the Seattle Department of Technology to develop an automated system to provide the Union with the following information within ten (10) working days after a new employee's first day of work: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate, FTE status. Until the process has been automated the departments may provide the Union notice at the same time the department notifies SDHR benefits, by sending an email to the Union providing the notice of hire. Upon automation departments may elect to not provide notice to the Unions and official notice will only be given by SDHR. The Parties agree to continue to work with departments to provide notice of new hires to the Union no later than 10 working days from the employee first day of work.

4. This agreement is specific and limited to the referenced demand to bargains and the associated negotiations related to the impacts regarding the *Janus v. AFSCME* decision and sets no precedent or practice by the City and cannot be used or introduced in any forum or proceeding as evidence of a precedent or a practice.

5. Issues arising over the interpretation, application, or enforceability of the provisions of this agreement shall be addressed during the Coalition labor management meetings and shall not be subject to the grievance procedure set forth in the Parties' collective bargaining agreements.

6. The provisions contained in "Section B" of this MOU will be reviewed when the current collective bargaining agreements expire. The Parties reserve their rights to make proposals during successor bargaining for a new agreement related to the items outlined in this MOA.

7. This Parties signatory to this MOU concur that the City has fulfilled its bargaining obligations regarding the demand to bargains filed as a result of the *Janus v. AFSCME* Supreme Court decision.

SIGNED this _____ day of _____ 2018.

Executed under the Authority

of Ordinance No. _____

FOR THE CITY OF SEATTLE:

Jenny A. Durkan
Mayor

~~Susan McNab,~~ Bobby Humes
Interim Seattle Human Resources Director

Laura A. Southard,
Deputy Director/~~Interim~~ Labor Relations Director

SIGNATORY UNIONS:

Elizabeth Rockett, Field Representative
IU Painters and Allied Trades,
District Council #5

Natalie Kelly, Business Representative
HERE, Local 8

Andrea Friedland, Business Representative
IATSE, Local 15

Amy Bowles, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support

Ray Sugarman, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support

Shaun Van Eyk, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors

Mark Watson, Union Representative
WSCCCE, Council 2, Local 21, 21C, 21Z, 2083
& Local 21-PA Assistant

Steven Pray, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors

Kurt Swanson, Business Representative
UA Plumbers and Pipefitters Local 32

Janet Lewis, Business Representative
IBEW, Local 46

Kal Rohde, Business Representative
Sheet Metal Workers, Local 66

Brian Self, Business Representative
Boilermakers Union, Local 104

John Scearcy, Secretary-Treasurer
Teamsters, Local 117; JCC and Community
Service Officers & Evidence Warehousers

Mike Bolling, Business Representative
IU Operating Engineers, Local 286

Coalition of City Unions
Memorandum of Understanding

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289
& 79

Scott A. Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC

Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security
Officers (JCC); Local 1239 Recreation Unit

Peter Hart, Regional Director
Inland Boatmen's Union of the Pacific

Dave Quinn, Business Representative
Pacific Northwest Regional Council of
Carpenters

Scott Fuquay, President
Seattle Municipal Court Marshals' Guild
IUPA, Local 600

Michael Cunningham, President
Seattle Police Dispatchers' Guild

Nanette Toyoshima, President
SPEOG, Seattle Parking Enforcement Officers'
Guild

Scott Bachler, President
Seattle Police Management Association

Kevin Stuckey, President
Seattle Police Officers' Guild

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289 & 79

Scott A. Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC

Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security Officers (JCC); Local 1239 Recreation Unit

Peter Hart, Regional Director
Inland Boatmen's Union of the Pacific

Dave Quinn, Business Representative
Pacific Northwest Regional Council of Carpenters

Scott Fuquay, President
Seattle Municipal Court Marshals' Guild
IUPA, Local 600

Michael Cunningham, President
Seattle Police Dispatchers' Guild

Nanette Toyoshima, President
SPEOG, Seattle Parking Enforcement Officers' Guild

Scott Bachler, President
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AGREEMENT

By and Between

THE CITY OF SEATTLE

AND

TEAMSTERS LOCAL UNION No. 117

FOR SEATTLE CENTER

GUEST SERVICES PERSONNEL

Effective January 1, 2023 through December 31, 2026

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NONDISCRIMINATION

The City and the Union shall not unlawfully discriminate against any employee by reason of race, color, creed, age, color, sex, gender identity, gender expression, genetic information, national origin, religious belief, marital status, sexual orientation, political ideology, ancestry or the presence of any sensory, status as a disabled veteran, a Vietnam era veteran or other covered veteran, mental or physical disability unless based on a bona fide occupational qualification reasonably necessary to the operations of the City. The parties agree nothing in this Agreement shall serve to prevent a job placement or other reasonable accommodation as may be made pursuant to state or federal law for prevention of discrimination on the basis of disability.

ARTICLE 1 - RECOGNITION, BARGAINING UNIT AND TEMPORARY EMPLOYMENT

1.1 The City hereby recognizes the Union as the exclusive collective bargaining representative for the purposes stated in Chapter 108, Extra Session, Laws of 1967 of the State of Washington of all employees employed within the bargaining unit defined in Appendix A to this Agreement.

1.2 All employees covered by this Agreement who are "temporary employees" as that term is defined by City Ordinance are eligible for the following premium pay and benefit options and are subject to the terms and conditions herein not otherwise conflicting with other provisions of the Contract. Where the provisions in Personnel Rule 11 do not conflict with the expressed provisions of this Agreement, Personnel Rule 11 shall apply and be subject to the grievance procedure as provided for in Article 6.

1.3 Temporary Employees: A temporary assignment is defined as one of the following types:

A. Position Vacancy: An interim assignment for up to one (1) year to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent.

B. Incumbent Absence: An interim assignment for up to one (1) year to perform work associated with a regularly budgeted position when the incumbent is temporarily absent.

C. Less than half-time assignment: For seasonal, on-call, intermittent or regularly scheduled work that may be ongoing or recur from year to year but does not exceed one thousand forty (1,040) hours per year except as provided by Personnel Rule 11.

D. Short-term assignment: An assignment of up to one (1) year to perform work in response to emergency or unplanned needs such as peak workload, special project, or other short-term work that does not recur and does not continue from year to year.

E. Term-limited assignment: An assignment to perform time-limited work of more than one (1) but not more than three (3) years for time-limited work related to:

1. A specific project, grant or other non-routine substantial body of work, or for the replacement of a regularly appointed employee when that employee is absent on long-term disability time loss, medical or military leave of absence.

2. Replacement of a regularly appointed employee who is assigned to special term-limited project work; or

3. Replacement of a regularly appointed employee who has been released for Union Leave pursuant to Article 17.30.

1.3.1 Temporary employees covered by this agreement are eligible to apply for all positions advertised internally.

1.3.2 A temporary employee who has worked in an excess of five hundred (520) regular hours and who is appointed to a regular position in a Step Progression Pay Program without a break in service greater than thirty (30) days shall have their temporary service salary placement, provided the service was in a job title corresponding to the same or higher classification in the same series as the regular appointment.

1.3.3 The parties agree that the City's Temporary Employment philosophy and practices will be part of the Labor Management Leadership Committee (LMLC) Workplan.

1.3.4 Effective upon ratification of this contract, temporary employees shall be entitled to the overtime meal reimbursement as set forth in Article 17.7.

1.4 Temporary workers in the following types of assignments shall cease receiving premium pay at the time indicated and begin receiving wage progression and benefits as provided in SMC 4.20.055 D:

A. Interim and short-term assignments after one thousand forty (1,040) regular straight time hours for the remainder of the assignment unless the Seattle Human Resources Director determines that the assignment will terminate so imminently that the benefits package would be of minimal value to the worker.

B. Term-limited assignments starting with the first day and for the duration of the assignment.

C. Any assignment that the appointing authority has proposed be converted to regular position authority regardless of the number of hours worked.

1.5 Premiums Applicable Only to City of Seattle Temporary Employees Who Are Not In Benefits-Eligible Assignments: Each employee employed in positions covered by this Agreement shall receive premium pay as hereinafter set forth based upon the corresponding number of cumulative non-overtime hours worked by the employee unless the employee is in a benefits-eligible assignment:

A. 0001st hour through 0520th hour. 5% premium pay

B. 0521st hour through 1,040th hour 10% premium pay

C. 1,041st hour through 2,080th hour15% premium pay (If an employee worked 800 hours or more in the previous twelve [12] months, the employee shall receive twenty percent [20%] premium pay.)

D. 2,081st hour +20% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, the employee shall receive twenty-five percent (25%) premium pay.)

E. The appropriate percentage premium payment shall be applied to all gross earnings.

1.5.1 Once a temporary employee reaches a given premium level, the premium shall /not be reduced for that employee as long as the employee continues to work for the City without a voluntary break in service as set forth within paragraph 10 below. Non-overtime hours already worked by an existing employee shall apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the City may require that an employee be available to work for a minimum number of hours or periods of time during the year.

1.5.2 The premium pay in Article 1.5 does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage shall be added on to the premium pay percentages for the employee to whom it applies.

1.6 Medical, Dental and Vision Coverage to Temporary Employees Who Are Not In Benefits-Eligible Positions: Once a temporary employee has worked at least one thousand forty (1,040) cumulative non-overtime hours and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, the employee may within ninety (90) calendar days thereafter elect to participate in the City's medical, dental and vision insurance programs by agreeing to pay the required monthly premium. To participate, the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or the City, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. After meeting the requirements stated in this Section, a temporary employee shall also be allowed to elect this option during any subsequent open enrollment period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely

fashion shall be dropped from City medical, dental and vision coverage and shall not be able to participate again while employed by the City as temporary unless the employee is converted from receiving premium pay to receiving benefits. If a temporary employee's hours of work are insufficient for their pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

1.6.1 Cumulative sick leave computed at the same rate and with all benefits and conditions required by Seattle Municipal Code Chapter 14.16 and other applicable laws, such as RCW 49.46.210 shall be granted to all temporary employees not eligible for fringe benefits pursuant to SMC 4.20.055 (C).

1.7 Holiday Work For Non-Benefits-Eligible Temporary Employees: A Non-benefited temporary employee who works on any of the specific calendar days designated as paid holidays, as specified in Section 17.9.D, shall be paid at the rate of one and one-half (1½) times the employee's regular straight-time hourly rate of pay for hours worked during the employee's scheduled shift. As distinguished from Regular Employees (who honor the holiday on the preceding Friday or following Monday adjacent to the holiday), the holiday premium pay shall apply to these temporary employees who work on the weekend day specified as the holiday listed and dated in Section 17.9.D.

1.8 Benefits-Eligible Temporary Employee Holiday Pay: A Benefits-eligible temporary employee shall be compensated at the straight-time rate of pay for all officially recognized City holidays that occur subsequent to the employee becoming eligible for fringe benefits, for as long as the employee remains in such eligible assignment.

1.8.1 To qualify for holiday pay, the employee must be on active pay status the normally scheduled workday before or after the holiday as provided by Section 17.9.D.

1.8.2 Officially recognized City holidays that fall on Saturday shall be observed on the preceding Friday. Officially recognized City holidays that fall on Sunday shall be observed on the following Monday. If the City's observance of a holiday falls on a temporary employee's normal day off, the employee shall be eligible for another day off, with pay during the same work week.

1.8.3 Temporary employees who work less than eighty (80) hours per pay period shall have their holiday pay pro-rated based on the number of straight-time hours compensated during the preceding pay period.

1.8.4 A temporary employee shall receive two (2) personal holidays immediately upon becoming eligible for fringe benefits, provided the employee has not

already received personal holidays in another assignment within the same calendar year.

1.8.5 Personal holidays cannot be carried over from calendar year to calendar year, nor can they be cashed out.

1.8.6 A temporary employee must use any personal holidays before the employee's current eligibility for fringe benefits terminates. If an employee requests and is denied the opportunity to use the personal holiday benefit during the eligibility assignment, the employing unit must permit the employee to use and be compensated for any remaining personal holidays immediately following the last day worked in the assignment, prior to termination of the assignment.

1.9 A temporary employee who is scheduled to work regularly or on and off throughout the year and who has worked two thousand eighty (2080) cumulative non-overtime hours without a voluntary break in service and who has also worked eight hundred (800) non-overtime hours or more in the previous twelve (12) months, may request an unpaid leave of absence not to exceed the amount of vacation time the employee would have earned in the previous year if the employee had not received vacation premium pay in lieu of annual paid vacation. Where such requests are made, the timing and scheduling of such unpaid leaves must be agreeable to the employing department. The leave shall be handled in a manner similar to the scheduling of vacation for regular employees. This provision shall not be applicable in cases where a temporary employee accrues vacation time rather than premium pay as set forth within paragraph 10.

1.10 Premium pay set forth within Article 1.5 shall be in lieu of the base level of vacation and all other fringe benefits, such as sick leave benefits that exceed legal requirements, holiday pay, funeral leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided herein.

1.11 The City may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the Union, provide all fringe benefits covered by the premium pay set forth within Article 1.5 to all or some groups (departmental or occupational) of employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Article 1.5 shall no longer be applicable to that particular group of employees. The City, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the Union, provide paid vacation benefits to all or some groups (departmental or occupational) of employees to the same extent that they are available to regular employees without providing other fringe benefits and in such event the premium pay in Article 1.5 shall be reduced by a percentage amount equivalent to the value of vacation benefits. The applicable amount for base-level vacation shall be

recognized as four-point eight one percent (4.81%) which could be higher dependent upon accrual rate increases. The City shall not use this option to change to and from premiums and benefits on an occasional basis. The City may also continue to provide benefits in lieu of all or part of the premiums in Article 1.5 where it has already been doing so and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

1.12 A temporary employee who is assigned to a benefits eligible assignment will receive fringe benefits in-lieu-of premium pay until the assignment is converted or terminated.

1.13 The premium pay provisions set forth within Article 1.5 shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the employee. A voluntary break in service shall be defined as quit, resignation, service retirement, or failure to return from an unpaid leave. If the employee has not worked for at least one (1) year (12 months or 26 pay periods) it shall be presumed that the employee's break in service was voluntary.

1.14 A temporary employee who has worked one thousand and forty (1,040) straight-time hours and is receiving benefits from the City may, by mutual agreement, be allowed to accrue compensatory time if the work unit in which the temporary employee is assigned has a practice/policy of accruing compensatory time. Scheduling compensatory time shall be by mutual agreement with the supervisor. If the temporary employee does not use all accrued compensatory time prior to the termination of the benefits eligible assignment, any remaining compensatory time will be cashed out upon termination of the assignment.

1.15 A temporary employee who receives fringe benefits in-lieu-of premium pay may be eligible for the sick leave transfer program.

1.16 The City may work temporary employees beyond one thousand forty (1,040) regular hours within any twelve (12) month period: provided however, the City shall not use temporary employees to supplant regular positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 3, or solely to avoid considering creation of regular positions.

1.17 In the event that an interim assignment of a temporary employee to a vacant regular position accrues more than one thousand five hundred (1500) hours or accumulates hours in eighteen (18) or more consecutive pay periods, the City shall notify the Union that a labor-management meeting shall take place within two (2) weeks for the purpose of discussing the status of filling the vacant position prior to one (1) year.

1.18 A temporary employee who is in a term-limited assignment shall receive service credit for layoff purposes if the employee is immediately hired (within thirty (30) business days without a break in service) into the same job title and position after the term is completed.

ARTICLE 2 - RIGHTS OF MANAGEMENT

2.1 The right to hire, promote, discipline and/or discharge for just cause, improve efficiency, determine the work schedules and location of Department headquarters are examples of management prerogatives. However, it is understood that the City retains its right to manage and operate its Departments except as may be limited by an express provision of this Agreement.

2.1.1 Seattle Center shall have the sole discretion to determine how many employees it will recruit or maintain on its employment lists. Such lists may be reduced or added to at the sole discretion of the Center. Before the Center reduces the number of employees (by layoff), it shall provide written notice to the Union at least thirty (30) calendar days before the reduction and shall agree to meet with the Union, upon its written request, to bargain the effects of the layoff.

2.2 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, the assignment of employees to specific jobs within the bargaining unit, in accordance with their job classification or title. Staff who choose not to work the post assigned to them at an event will be released from the shift and will not be compensated for any time on that shift beyond the time actually worked. Further, such refusal will be the basis for disciplinary action.

2.3 The Union recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees.

2.4 In establishing new and/or revising existing performance standards, the City shall meet, prior to implementation, with Union and employee representatives in a labor-management committee meeting to jointly discuss such performance standards. The City also agrees that performance standards shall be reasonable.

ARTICLE 3 - EMPLOYEE RIGHTS

3.1 Discipline: The City may suspend, demote, or discharge an employee for just cause.

3.1.1 The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee/management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To facilitate this objective, the City will communicate clearly to employees the nature of a given meeting. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:

A. Verbal warning;
B. Written reprimand;
C. Suspension;
D. Demotion; or
E. Termination.

3.1.2 Which disciplinary action is taken depends upon the circumstances, including the seriousness of the employee's misconduct.

3.1.3 Discipline Sunset Clause: Provided the employee has received no further or additional discipline in the intervening period, a verbal warning or written reprimand may not be used for progressive discipline after two (2) years other than to show notice of any rule or policy at issue.

3.1.4 Discipline that arises as a result of a violation of workplace policies or City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence, shall not be subject to 3.13 Discipline Sunset Clause, above.

3.2 Personnel Files: Employees shall have the right to inspect their personnel files per the terms and conditions of RCW 49.12.240 and .250.

3.2.1 Subject to the employee’s consent and knowledge, a specified authorized representative may review the employee’s personnel file(s). These files consist of multiple parts which are not maintained in a single location. Specifically, a personnel record is maintained in Human Resources, as is a separate, confidential health and safety record. Additionally, a supervisor’s file is maintained by the unit supervisor.

3.2.2 Typically, the personnel record maintained in Human Resources (HR) will contain job application(s), performance evaluations, disciplinary documents, and such additional communications as are needed to track and record an individual’s employment with the City.

3.2.3 The contents of the health and safety record will include records of any on-the-job injury and claims, records of examination by medical authority related to pre-employment and inquiry into injury on the job, and any other information which might be regarded as medical in nature in conformance with federal statute.

3.2.4 The supervisor's file is maintained in the unit by the supervisor and may contain scheduling information, requests for release from scheduled shifts, notices of minor performance/attendance infractions, responses to such notices, coaching memos, performance notations provided by Head and Assistant Head Ushers, ESR, the public, and clients, and any other memoranda which may aid in the daily management of the unit.

3.2.5 All three (3) files are maintained in a confidential manner, consistent with the requirements of state statutes regarding disclosure of public records. Some duplication of contents may occur between files, but removal of a document from one will result in removal from all.

3.2.6 An employee will be provided a copy of positive or adverse material placed in or removed from the employee's personnel record. The employee may attach comments to materials placed in the personnel record and request that documents be removed from it unless removal is prohibited under Article 3.1.4, above.

3.3 Utilization of Contract Services: The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for bargaining unit work under the following guidelines: (1) required expertise is not available within the City work force, or (2) the occurrence of peak loads above the work force capability.

3.3.1 Determination as to (1), or (2) above shall be made by the department head involved; provided, however, prior to approval by the department head involved to contract out work under this provision, the Union will be notified thirty (30) days prior to the start of any new contract or as soon as the department is aware of the need to contract. This notification shall include:

1. A detailed justification for the proposed contracting;
2. A labor force analysis demonstrating why the current workforce cannot complete the work;
3. The location where the work will be performed;
4. A description of the work to be contracted;
5. The estimated duration and amount of the contract;
6. The intended start date; and
7. The date the work must be completed, if applicable.

The City will, during its budget process, review the use of contractors in the terms of nature of work, the duration, and the number of hours of contractor work being performed in conjunction with affected Union(s). Based on the review, if the City and Union(s) determine(s) there is an ongoing need, the parties will, in good faith, collaboratively determine whether the circumstances warrant the proposal of additional regular positions.

3.3.2 The Union recognizes that the City may use contracted personnel for search concerts and festivals; however, the level and use of Guest Services personnel and contractors will be defined through the Joint Labor-Management Committee. In the case of search concerts, depending on the nature of the work, the Seattle Center may use Guest Services personnel for some assignments. In the case of major festivals, the City and the Union shall define the staffing levels and the uses of Guest Services personnel and contractors for major festivals through the Joint Labor-Management Committee.

3.3.3 The Union may grieve contracting out for work as described herein, if such contract involves work normally performed by employees covered by this Agreement.

3.4 Facility Closures: When a Seattle Center facility closes for repair, renovation, etc., Guest Services personnel typically assigned to such facility will be utilized to the fullest extent possible for the remaining work, consistent with contractual obligations to clients, contractors and in consideration of the nature of the work to be performed. The Union and Seattle Center will meet to discuss and resolve issues of application of seniority in such circumstances.

3.4.1 When Seattle Center acquires a facility and is responsible for managing the facility, Guest Services work will be the work of the bargaining unit subject to the provisions of this Agreement.

3.5 Employment Security: Labor and management support continuing efforts to provide the best service delivery and the highest-quality service in the most cost-effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing workplace issues, including administrative and service delivery productivity, efficiency, quality controls, and customer service.

3.5.1 Labor and management agree that, in order to maximize participation and results from the Employee Involvement Committees (EIC), no one will lose employment or equivalent rate of pay with the City of Seattle because of efficiencies resulting from an EIC initiative.

3.5.2 In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate any rights under this Employment Security provision.

ARTICLE 4 - LABOR MANAGEMENT COMMITTEE

4.1 The City and the Union, recognizing the value of mutual cooperation, hereby agree to establish a joint committee to enhance labor management relations within the Seattle Center. The function of the committee is to discuss methods and means to enhance event services, promote implementation of this Agreement, as well as to discuss any other matters pertaining to- events services and/or the welfare of Guest Services employees covered by this Agreement.

4.2 The Union representatives and/or the City representatives may initiate discussion of any subject outlined above. An agenda describing the issues in question shall be prepared by the party presenting topics for discussion and shall be distributed to all committee members at least three (3) days in advance of each meeting. This committee shall discuss all problems submitted by representatives of either party in hopes of facilitating a possible resolution to those problems and shall function in an advisory capacity rather than a final decision-making capacity; provided, however, it is understood that this committee shall not be considered a collective bargaining forum nor shall this Article be construed to limit, restrict or reduce the management's rights outlined in this Agreement.

4.3 Said committee shall consist of no more than ten (10) members, five (5) of whom shall be designated by the Director of Seattle Center and five (5) by the Union. One of the Union's designees shall be a Business Representative of the Union and the Union's other four (4) designees shall be members of the bargaining unit, one from each representative area when applicable.

4.3.1 One of the City's designees shall be the City Director of Labor Relations or designee and the City's other four (4) designees shall be Seattle Center employees appointed by the Director of Seattle Center.

4.3.2 Bargaining unit members and City management personnel may attend the meetings for purposes of observation. A reasonable limitation on the number of attendees may be imposed by mutual agreement of the parties to this Contract.

ARTICLE 5 - UNION MEMBERSHIP AND DUES

5.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The performance of this function is recognized as a service to the Union by the City and The City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only. The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from Union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees

5.2 The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit. The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

5.3 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement. At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of their bargaining unit attending the Orientation.

5.4 The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

5.5 New Employee and Change in Employee Status Notification: The City will notify the Union with New Hire information as soon as possible. the City will supply the Union with the following information on a monthly basis for new employees:

a) Name,
b) Home address,
c) Personal phone,
d) Email (if a member offers),
e) Job classification and title,
f) Department and division,

g) Work location,
h) Date of hire,
i) (FLSA) status: Hourly or salary,
j) Compensation rate.

Adoption of New Personnel Management System (Workday)

Upon transition to a new Personnel Management System (Workday) the City agrees to notify the appropriate Union with New Hire information no later than one work week after the employee's first day of work. In the event that transition is delayed or the system is unable to send weekly notification, the Parties agree to meet to discuss an alternative notification process no later than May 1, 2024.

The City will also notify the Union on a monthly basis regarding employee status changes for employees who have transferred into a bargaining unit position and of any employees who are no longer in the bargaining unit.

5.6 Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of their dues authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the union that the terms of the employee's authorization regarding dues deduction revocation have been met. The City will refer all employee inquiries or communications regarding union dues to the appropriate Union.

See Also: Appendix C

5.7 Democrat, Republican, Independent Voters Education (D.R.I.V.E.): Upon receipt of a written authorization form that conforms to legal requirements, the City shall deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same as directed by the Union on a check separate from the Union dues transmittal check. The Union shall have the responsibility to inform employees as required by law concerning the employee's right to revoke the request for said deduction.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.1 For purposes of this Agreement, any dispute between the City and the Union or between the City and any employee concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a contract grievance.

6.2 A contract grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the contract grievance procedure and be processed within the time limits set forth herein.

Removal of an employee from a list on which the employee has provisional placement pursuant to Section 15.15 of Article 15 shall not be a proper subject for this grievance procedure. Removal for a newly hired employee under the terms of that provision shall be deemed a termination of employment and shall also not be a subject for this grievance procedure.

6.3 Because it is mutually beneficial to resolve disputes at the lowest possible level, thereby avoiding the filing of grievances, employees and their shop stewards are encouraged to discuss issues with an immediate supervisor in a timely manner prior to filing a grievance hereunder, but in no event does this informal discussion extend the time limits for filing a grievance set forth in Section 6.4, Step 1.

6.4 A contract grievance shall be processed in accordance with the following procedure:

6.4.1 Step 1: A contract grievance shall be presented in writing by the Union Representative to the Guest Services Manager or designee and or the Seattle Center Director's designee within fifteen (15) business days of the alleged contract violation. The written grievance shall include: 1) a description of the facts and circumstances of the grievance, 2) identification of the Section(s) of the Agreement allegedly violated, and 3) the proposed remedy. If requested by a shop steward or union representative, the Parties will convene a meeting. The Guest Services Manager, designee and/or the Seattle Center Director's designee shall consult and/or arrange a meeting within five (5) business days with the Union Representative to resolve the contract grievance. The parties shall make every effort to settle the contract grievance at this stage promptly. The grievance shall be answered in writing within ten (10) business days after discussion of the alleged contract grievance with the Union Representative.

6.4.2 Step 2: If the contract grievance is not resolved as provided in Step 1, it shall be forwarded in writing together with a written statement as to the Union's reason for non-acceptance of the Step 1 response, by the Union's Representative, to the City Director of Labor Relations with a copy to the Seattle Center Director within ten (10) business days after the Step 1 answer is received by the Union. The Director of Labor Relations or their designee shall investigate the grievance and, if deemed appropriate, they shall convene a meeting between the appropriate parties. They shall thereafter make a confidential recommendation to the affected department head who shall in turn give the Union a detailed answer in writing ten (10) business days after receipt of the grievance or the meeting between the parties.

6.4.3 Mediation: At the time the aggrieved employee and/or the Union submits the grievance to the Seattle Center Director and the City Director of Labor Relations, the Union Representative or designee or the aggrieved employee or the Seattle Center Director may submit a written request for voluntary mediation assistance, with a copy to the Office of Employee Ombud (OEO) Director, the City Director of Labor Relations and the Union Representative or designee. If the OEO Director determines that the case is in line with the protocols and procedures of the OEO process, within fifteen (15) working days from receipt of the request for voluntary mediation assistance, the OEO Director or designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Union Representative or designee and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the Seattle Center's designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) working days of the initial mediation conference date, the City Director of Labor Relations, the appropriate division head and the appropriate Union Representative or designee shall be so informed by the OEO Director or designee.

6.4.4 The parties to mediation shall have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the Collective Bargaining Agreement or to create a precedent regarding the interpretation of the Collective Bargaining Agreement or to apply the settlement agreement to any circumstance beyond the explicit dispute applicable to said settlement agreement.

6.4.5 If the grievance is not resolved through mediation or mediation is not pursued, the Director of Labor Relations or designee shall investigate the alleged contract grievance and, if deemed appropriate, shall convene a meeting between the appropriate parties. The Director shall thereafter make a confidential recommendation to the Seattle Center Director who shall, in turn, provide the Union with an answer ten (10) business days after receipt of the contract grievance or the meeting between the parties.

6.4.6 As part of its submission of the grievance as provided for above, the Union Representative may propose to the Director of Labor Relations an alternative process for resolution at Step 2. Upon concurrence of the Director of Labor Relations, the Seattle Center Director, and the Union, the parties may agree to refer the matter to a committee made up of two (2) representatives designated by the Employer and two (2) representatives designated by the Union who shall meet at a mutually agreeable time for the purpose of resolving the grievance. The Union shall name its committee members in the letter in which the Union pursues the grievance to Step 2 and the alternative process is proposed. The committee shall, within ten (10) business days of having met, provide a written finding as to its recommendations for resolving the matter or a notice of impasse to the Union, the Director of Labor Relations, and the Seattle Center Director.

6.4.7 If the Seattle Center Director, the Director of Labor Relations, and the Union are not agreeable to the proposed resolution, the matter will be considered unresolved.

6.4.8 (Bargaining unit employees who may be designated by the Union to participate as a committee member shall not be on paid City time for this process as with all other grievance meetings.)

6.4.9 Step 3: If the contract grievance is not settled in Step 2, it may be referred to the Federal Mediation and Conciliation Services by the Union or the Employer for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration will be made within thirty (30) calendar days after receipt of the decision in Step 2.

6.4.10 Mediation can be requested at Step 3 in the same manner as outlined in Step 2. If the grievance is to be submitted to binding arbitration following mediation, it must be submitted within the time frame specified in Step 3 and processed within the time frame specified in Step 3 after receipt of notification from the OEO Director or designee that the grievance was not resolved in mediation.

6.4.11 The parties agree to abide by the award made in connection with any arbitrable grievance. There will be no suspension of work, slowdown or curtailment of services while any grievance is in process of adjustment or arbitration.

6.4.12 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

A. The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change, or modify the terms of this Agreement, and the arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

B. The decision of the arbitrator regarding any arbitrable difference shall be final, conclusive and binding upon the City, the Union and the employees involved.

C. The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.

D. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.

E. In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance or Law.

6.5 If at any step in the contract grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.

6.6 Failure by an employee or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure of the Seattle Center management and/or Seattle Department of Human Resources to properly comply with the time limits herein shall have the effect of automatically allowing the Union to advance the grievance to the next step.

6.6.1 Provided, however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

6.7 Arbitration awards and grievance settlements shall not be made retroactive beyond the date of occurrence or nonoccurrence upon which the grievance is based, that date being sixty (60) calendar days or less prior to the initial filing of the contract grievance.

6.8 Peer Review: The parties have agreed through a Memorandum of Agreement that either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the time lines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process.

6.9 Offer of Settlement: The parties have agreed through a Memorandum of Agreement that either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an Offer of Settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 6.4.c.

6.10 Property Interest Discipline Grievance

A. The burden of proof in disciplinary procedures shall be upon the City.

B. Where an appointing authority or their designee imposes or intends to impose property level discipline a preliminary notice of discipline shall be given to the employee. This preliminary notice of discipline shall contain (a) charges; (b) general description of the alleged acts and/or conduct upon which the charge is based and (c) the penalty to be imposed. A copy of the preliminary notice of discipline shall be concurrently provided to the local Union office. Upon request of the Union, the City shall provide a complete copy of the investigation files in advance of any Loudermill hearing requested in advance of issuing the formal discipline. The Union may also request a meeting to review the investigation file with the City's investigator. And Labor Relations. Both requests must be made timely, may not unduly delay the City's disciplinary processes.

ARTICLE 7 - WORK STOPPAGE

7.1 The City and the Union signatory to this Agreement agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best effort to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the City; including but not limited to the recovery of any financial losses suffered by the City.

7.2 In the event, however, that there is a work stoppage or any other interference with City functions which is not authorized by the Union, the City agrees that there shall be no liability on the part of the Union, its officers or representatives; provided that in the event of such unauthorized action, they first meet the following conditions:

A. Within not more than eight (8) hours after notification by the City of the occurrence of any such unauthorized action, the Union shall publicly disavow the same by posting a notice on the bulletin boards available, stating that such action is unauthorized by the Union;

B. The Union, its officers and representatives shall promptly order its members to return to work notwithstanding the existence of any wildcat picket line;

C. The Union, its officers and representatives will, in good faith, use every reasonable effort to terminate such unauthorized action;

D. The Union shall not question the unqualified right of the City to discipline or discharge employees engaged in or encouraging such action. It is understood that such action on the part of the City shall be final and binding upon the Union and its members and shall in no case be construed as a violation by the City of any provisions in this Agreement.

ARTICLE 8 - CLASSIFICATIONS AND RATES OF PAY

8.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth in Appendix A, attached hereto and made a part of this Agreement. The rates in Appendix A are illustrative of the increases provided in Articles 8.1.1 through 8.1.3 and any discrepancies shall be governed by those Articles.

8.1.1 Effective January 4, 2023, employees' base wages will be increased by five percent (5%).

8.1.2 Effective January 3, 2024, employees' base wages will be increased by four and one half percent (4.5%).

8.1.3 Effective January 4, 2025, employees' base wages will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%).

8.1.4 Effective January 10, 2026, employees' base wages will be increased one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

8.1.5 Effective December 25, 2019, employees will pay the employee portion of the required premium [listed as the WA Paid Family Leave Tax and the WA Paid Medical Leave Tax on an employee's paystub] of the Washington State Paid Family and Medical Leave Program.

8.2 Intermittent employees performing work of the bargaining unit covered by this Agreement shall be eligible for premium pay and other benefit options as provided in Article 1.

8.2.1 Intermittent employees are temporary employees as that term is defined by City ordinance for purposes of eligibility for benefits as provided for in Article 1.

8.3 Regular employees in positions covered by this Agreement shall be eligible for benefits as provided in Articles 17 and 18 and shall be paid the rates of pay as provided for in the section so designated in Appendix A.

ARTICLE 9 - LEAVES OF ABSENCE

9.1 Leave of absence may be granted provided:

A. The employee requests the leave in writing.

B. The request is received by the Guest Services Manager ten (10) business days prior to the date requested except in an emergency or as in Section 9.2(a).

C. The reason for the leave is consistent with Section 9.2.

9.2 Duration of leave of absence will be in accordance with the following:

A. Disability: For the period of time of disability up to twelve (12) months. In cases of such disability, the employee must submit a request for a leave of absence within two (2) weeks from the day the employee was off the job or released from a hospital if the disability was unanticipated. The Guest Services Manager may require reasonable proof sufficient to verify the employee's need for a medical leave of absence and the employee's ability to return to work.

B. Military Service: For the period of time necessary to serve in the Armed Forces of the United States.

C. Business Reasons: For up to a total of ninety (90) days in a twelve (12) month period.

D. Other reasons including, but not limited to, family circumstances, travel, education and other reasons that the Guest Services Manager or designee considers valid--for up to a total of ninety (90) days in a twelve (12) month period.

E. The minimum period for a leave of absence shall be one (1) week.

9.2.1 The combination of leave for c. and d. above may not exceed one hundred twenty (120) days in the same twelve (12) month period.

9.3 The employee will be given a written response within seven (7) business days of any request for a leave of absence. If the leave is granted, the duration of the leave will be stated in the response. All extensions, if granted, shall be authorized in writing.

9.4 The employee shall notify the Guest Services Manager in writing of their availability for work by the date of the expiration of an authorized leave of absence, or whenever the employee is available for work, whichever occurs first. The employee who does not make contact with the Guest Services Manager per this Section of the Agreement will be notified of this noncompliance by a certified letter requiring the employee to respond within ten (10) business days of the notice mailing date. Should the employee fail to be available for or accept work thereafter, they will be considered to have quit employment.

9.5 The employee will be reactivated on the call list(s) within five (5) business days after the Guest Services Manager or designee is notified by the employee that the employee is ready to return to work and shall be eligible for assignments to be made after that date.

ARTICLE 10 - SUBORDINATION OF AGREEMENT

10.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal and state laws and the City Charter. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal or state law or City Charter are paramount and shall prevail.

10.2 It is also understood that the parties hereto and the employees of the City are governed by applicable City ordinances and said ordinances are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE 11 - UNION REPRESENTATIVES

11.1 Authorized representatives of the Union may, after notifying the Guest Services Manager during normal business hours, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances or other matters relating to this Agreement. Only in those cases where the timely investigation of grievances relating to this Agreement would be seriously jeopardized will notification to the Guest Services Manager be circumvented. However, in no case will a visit to the work location occur without notification to the City official in charge at that work location. Such representatives shall limit their activities during such visits to matters relating to this Agreement. City work hours shall not be used by employees or Union Representatives for the conduct of Union business or the promotion of Union affairs.

11.2 The City agrees to recognize employees appointed as shop stewards by the Union. The Union shall make available to the City a complete list of stewards and shall update such list when changes occur.

11.3 The Union will be allowed access to and use of bulletin board space solely for the purpose of posting Union notices relating to general Union activities. All such notices, prior to posting, will be signed by a shop steward or the business agent or elected officer of the Union and cleared with the Director of Seattle Center or designee. The designee for the Guest Services Unit shall be the Guest Services Manager, or Executive to whom the employee reports, or the Seattle Center Human Resources Manager.

11.4 The Employer shall make available to the Union annually during the month of September a complete listing of employees in the bargaining unit by facility list and classification in seniority order based first on date of placement, and then on date of hire in the Guest Services Unit. Changes in status shall be forwarded to the Union as these changes occur.

11.5 Union representatives and/or members of the bargaining unit not assigned to an event in progress shall not attempt to gain access to the Employer's premises during such event for purposes other than stated in Section 1 of this Article.

11.6 The City agrees to supply the Union with a copy of each letter, memorandum, or other written notice of a disciplinary nature given to individuals of the bargaining unit or notices made available to all members of the bargaining unit. However, the City will ask the employee, and if the employee says “no,” then a copy of the written notice of a disciplinary nature will not be sent to the Union.

11.7 The City agrees to notify the Union in writing at least ten (10) business days prior to the proposed date of implementation of any changes in rules, regulations, procedures, and practices, which affect negotiable wages, hours, and working conditions. This shall not prevent the City from implementation if such notice has not been given, nor shall it limit the City's obligation to negotiate with the Union as required by law.

11.8 The parties to this Agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Employees who participate in bargaining as part of the Union's bargaining team during the respective employee's work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

A. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall not be applicable to this provision;

B. No more than an aggregate of one hundred fifty (150) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision.

C. If the aggregate of one hundred fifty (150) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.

ARTICLE 12 - WORK OUTSIDE OF CLASSIFICATION

12.1 An intermittent employee who has not met the annual minimum hours quota, as defined in the Dispatch Procedure Memorandum of Understanding, and who remains on the seniority list will not be given seniority priority for out of classification assignments until the employee has completed the minimum hours requirement. At that time, the employee will be returned to normal seniority position for out of classification work.

12.2 Employees on out of classification lists need to demonstrate a willingness to work in such position(s). Employees who do not demonstrate such willingness will be notified in accordance with the notification procedures in the Dispatch Procedure Memorandum of Agreement. The parties agree that all cases will be considered on a case-by-case basis but acknowledge that demonstrated unwillingness to work may result in an employee being dropped from an out-of-class list(s).

12.3 Whenever an employee is assigned by proper authority to perform all of the duties and accept all of the responsibility of an employee at a higher-paid classification for at least one hour or longer, the employee shall be paid at the rate established for such classification while performing such duties and accepting such responsibility. Proper authority shall be a supervisory employee in the line of organization which shall normally be the Head Usher or an Events Service Representative. In the event a supervisor's position is to be filled, proper authority shall be the Guest Services Manager or Event Service Representative. In the absence of both, a line of progression shall be as established by policy of the Guest Services Manager; provided, however, the Seattle Center Director or designee shall have the sole authority to direct Supervisors or Events Service Representatives as to when to assign employees to a higher classification.

12.4 An employee who is worked out of classification or who is promoted on an interim basis from a classification falling under this bargaining unit to another bargaining unit shall remain under the jurisdiction of this bargaining unit until such time as the employee’s promotion becomes permanent.

ARTICLE 13 - SAFETY STANDARDS

13.1 All work shall be done in a competent and safe manner and in accordance with the State of Washington Safety Codes and safety procedures and regulations of Seattle Center and the City of Seattle.

13.2 Affected Unions shall be notified in advance and included in any processes that are used by City Departments to determine employee membership on all departmental, divisional, and sectional Safety Committees. Union notification and engagement protocols will be facilitated through departmental labor management committees.

13.3 Citywide Health and Safety Committee: The Employer and the Coalition of City Unions ("CCU") shall form a City-wide health and safety committee. CCU member unions shall appoint no more than ten (10) members of the committee. The Employer shall appoint a maximum of 10 members to the committee. The committee shall convene at least quarterly. The Parties may meet more frequently by mutual agreement.

13.4 Departmental Health and Safety Committee: Each City department will form joint safety committees in accordance with WISHA requirements at each permanent work location where there are eleven (11) or more employees. Where there is need, safety committees may also be formed at division levels, and/or unit levels, however these shall not replace the departmental safety committee.

When setting up safety committee elections, a department will notify the unions represented at that location and the union shall have 14 days to provide the City with a list of union appointed members proportionate to their representation at the location. Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the appropriate Appointing Authority for review and action, as necessary. The Appointing Authority or designee will report follow-up action/information to the Safety Committee.

13.5 Employee Workplace Safety: The City shall make reasonable efforts to provide an environment free from violence, harassment and other hazardous conditions When the Union or employee(s) report a hazardous conditions in the City operated workplace, the City shall conduct a risk assessment to identify potential hazards and make efforts to mitigate any findings. Both the risk assessment and mitigation plan will be shared with the impacted labor Unions.

13.6 Recognizing the health and safety impacts of climate change to workers and the community, City Departments shall follow OSHA/WISHA guidelines and recommendations in order to create written worksite safety plans to prevent heat-related illness and ensure emergency preparedness for employees in the event of extreme outdoor heat.

13.7 Ergonomic Assessments: At the request of an employee, the Employer will ensure that an ergonomic assessment of the employee's workplace is completed in City facilities. Solutions to identified issues/concerns will be implemented within available resources.

13.8 Air Quality Assessments: Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with the safety committee section above.

13.9 Pandemic Health and Safety: The City will follow guidelines as set by the CDC and local Public Health entities with regard to any pandemic or disease outbreak.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.1 The workweek is Wednesday through Tuesday.

14.2 All time worked by an intermittent employee in excess of eight (8) consecutive hours shall be compensated at the overtime rate of one and one-half (1 ½) times the established regular straight-time rate of pay. "Consecutive hours" shall be defined to include circumstances where there is a break of one (1) hour or less between work times. It is agreed that an employee need not be assigned to work if overtime pay would be required.

14.3 Employees who work in excess of forty (40) hours in any one (1) work week shall receive one and one-half (1 1/2) times the regular straight-time rate of pay for all hours worked in excess of forty (40). It is agreed that the City has the right to monitor all overtime and that, should an employee be scheduled to work an event that would result in the employee working beyond forty (40) hours in a work week, the City will determine if such employee will work the event.

14.4 The base rate from which the overtime rate shall be computed is the rate of the position to which the employee is assigned while working on an overtime basis.

14.5 Intermittent employees called to work an event shall be paid a minimum of four (4) hours at the straight-time rate of pay and shall remain on duty for the number of hours as determined by the Guest Services Manager. Seattle Center management shall determine the hours of a shift, the length of a shift, and may add to or reduce the number of hours of a shift. When shift hours are unexpectedly extended, employees may request they be relieved from duty and not required to work the extra hours if the hours will conflict with other employment or cause other personal hardship. It shall be the determination of the Guest Services Manager as to whether the request will be approved. An employee shall be paid only one four (4) hour minimum in one day from a single promoter or licensee, regardless of the number of performances, unless a break without pay exceeding two (2) hours is required between performances.

14.5.1 A call for one (1) exhibition, trade show, festival, meeting, or convention shall not be considered more than one (1) call for which one (1) four (4) hour minimum is due unless a required break exceeds two (2) hours. Separate four (4) hour minimums are due for work at separate performances sponsored by separate promoters on a single day.

14.5.2 For the purposes of this Section, a shift that begins in one (1) twenty-four (24) hour day and extends into the next twenty-four (24) hour day shall be considered "worked" in the same day.

14.5.3 For any day's schedule of events, the Employer shall schedule an employee for at least one event or performance, assuming events are scheduled, and based on the employee's seniority and availability and the needs of the lessee. A second event may be scheduled for any one employee, but only after consideration has been given to other employees who have signed up for work that day.

14.5.4 Employees who are scheduled to work and report for work but are not assigned when they report shall be paid a minimum of four (4) hours at the regular straight-time rate of pay, unless the event is canceled for any reason. If an event is canceled, employees shall be paid two (2) hours at the regular straight-time rate of pay.

14.5.5 Employees may be released from work prior to the four (4) hour minimum due to event staffing needs. Determination as to how many staff will be released early is at the discretion of management.

14.5.6 Senior employees have first right of refusal.

14.5.7 If the employee requests to be released prior to working four (4) hours, the four (4) hour minimum payment shall not apply.

14.5.8 If the Employer directs the release of an employee prior to the employee working four (4) hours, the employee shall receive the minimum four (4) hours payment.

14.5.9 An employee assigned to work may be reassigned to work a second facility/event/ performance during the scheduled hours of work of the original assignment without an additional four (4) hour minimum. If reassignment results in assignment to a lower-paid job title than in the original assignment, the employee will be paid at the higher rate for the reassignment even though not performing work at that level. For example, this means that an employee originally scheduled to work an Armory event who would have been assigned to a Door Attendant position, will be paid as a Door Attendant if reassigned to McCaw Hall as an Usher.

14.6 Upon ratification of this Agreement, when a temporary employee exceeds the threshold for overtime pay as defined in subsection 14.2 of this Article by at least two (2) hours, the employee shall be paid twenty dollars ($20.00) as allowance for a meal.

14.6.1 In lieu of any meal compensation as set forth within this Section, the City may, at its discretion, provide a meal.

14.7 There shall be no pyramiding of overtime pay.

14.8 An employee will be paid for acquiring and returning radios or other technology required to perform bargaining unit work.

ARTICLE 15 - GENERAL CONDITIONS

15.1 Failure to attend required training may be subject to progressive discipline. When feasible, Seattle Center will schedule multiple training sessions.

15.2 The City shall provide and clean uniforms on a reasonable basis when employees are required to wear uniforms. The uniforms shall be the property of the City and shall be stored on the City's premises at the end of each employee's shift. The Center shall have the right to replace or revise any uniforms provided.

15.3 The Union and the City hereby agree that a proper visual image of Seattle Center employees to the public is essential, and, as such, employees are required to wear the appropriate uniforms and/or specific garments provided and other specified apparel.

15.3.1 The Center shall specify certain types and colors of garments employees are required to provide and wear with the uniforms which are provided by the Center. These garments shall be provided by employees at their own expense. Current specified garments are: white shirt/blouse, black slacks/skirt, and black shoes. The City recognizes the requirement to negotiate with the Union should the City choose to make changes in the garments employees are required to provide outside of the basic garments and colors already described herein. The Center shall determine whether the garments provided by the employee are presentable. Staff shall adhere to the guidelines relating to uniforms, clothing and personal appearance as outlined in the Seattle Center’s Guest Services Operational Guidelines after approval of the Labor Management Committee

15.4 Storage space for wearing apparel shall be provided by the City on the City's premises; in addition, the City shall, where appropriate, provide an attendant to check out and in all wearing apparel provided by the City. The person performing these duties may also work an event in some other capacity. Personal effects may be stored in the area provided by the City for the storage of City-furnished wearing apparel.

15.5 Employee name plates shall identify employees by first name and last name initial and employee number only or as otherwise agreed by the parties. Identification cards shall not be used to gain access to a paid event unless the employee is assigned to work that event. Personnel who misuse their cards will be subject to disciplinary action that may include dismissal.

15.5.1 Picture Identification cards may be issued and, if so issued, shall be worn in a conspicuous place by all employees within the bargaining unit.

15.6 Employees shall pay the published rates for parking at Seattle Center lots but shall be eligible for parking discount privileges consistent with those offered to other Seattle Center employees who pay for parking.

15.6.1 No later than March 1, 2020, the City and Union agree that either party may demand the reopening the Agreement for the purpose of negotiating the adoption of ORCA cards for use on the Monorail.

15.6.2 Effective January 1, 2020, the City will increase the Commute Trip Reduction ("CTR") parking benefit cost to the employee from $7.00 to $10.00.

15.7 Employees are encouraged to use direct deposit. For employees who do not choose direct deposit, paychecks shall be mailed to the employee's designated address.

15.8 The Employer shall make available to employees working alone in a closed facility a two-way radio which shall remain the property of the City. The Employer shall make necessary rules and procedures for check-out and return of radios.

15.9 This Agreement shall represent all employee rights, privileges, and benefits granted by the City to its employees. Unless specifically and expressly set forth in this Agreement, all rules, regulations, practices and benefits previously granted are not in effect.

15.10 The Union and the City hereby agree that the City of Seattle Affirmative Action program will be adhered to in relation to the employees covered by this Agreement.

15.11 Where those duties covered by this Agreement are assigned to a different or new classification, the Union will continue to be recognized as the exclusive bargaining representative for those duties.

15.12 A Door Attendant is one who controls the movement of people through doors or gates but is not required to prevent unauthorized entry into buildings or designated areas through doors not designated as authorized entrances.

15.13 With respect to filling positions, the Center shall post opening notices for Usher positions for seven (7) business days and all other position openings shall be posted for the period designated by the Seattle Department of Human Resources for such postings for regular City positions. Postings shall be made in each room normally used by Guest Services personnel in the Key Arena, McCaw Hall, as well as other locations as determined by the Seattle Center Human Resources Manager. Qualifications for acceptance of application, if any, shall be included in the opening notice.

15.14 Employees must be specifically qualified by Seattle Center to work as Head Usher, Assistant Head Usher, Door Attendant, and Guards. Current Head and Assistant Head Ushers, and Guards shall remain on separate lists for each job title in the seniority order in which they were placed. Employees shall be notified within thirty (30) calendar days of their selection for placement on these lists once the selection has been made, or the Guest Services Manager shall post a notice on bulletin boards identifying those employees selected.

15.15 Provisional Placement: Newly hired intermittent employees and current employees who apply and are determined to be qualified for placement on a seniority list for any job title shall be placed on the seniority list on a provisional basis pending a final review and determination of acceptable work performance. Such determination shall be made by the Guest Services Manager within one calendar year of placement on a list or after completion of twenty (20) assignments, whichever occurs first. Removal from a list within this provisional placement period shall not be a proper subject for the grievance procedure herein.

15.15.1 Removal for a newly hired employee under this provision shall be deemed a termination of employment. Newly hired intermittent employees terminated from employment within the first five hundred (500) hours of employment shall not have the right to grieve such action under the grievance and arbitration provisions herein.

15.16 References in this Agreement to timelines use the term “business days,” which shall be defined as Monday through Friday except for City-designated holidays normally observed on those days by City offices. A deadline which falls on such a holiday will be extended to the next business day.

15.17 An employee who fails to return a uniform, badge, and/or keys when required to do so, including resignation or termination from employment, shall have the replacement cost deducted from the employee’s next paycheck.

15.18 Prior to and/or following an employee’s shift, and/or during an employee’s breaks during a shift, an employee may make purchases at concession and souvenir stands. Such purchases shall not be made by an employee during work time. Further, delays caused by an employee who is engaging in a purchase during authorized time shall not be accepted as a valid reason for an employee not being able to begin work on time or extending an employee’s break beyond the authorized time.

15.19 The City and the Union each reserve the right to re-open for negotiations the terms applicable to physically operating the new facilities where technological advancements and permanent employee staffing of the facility may necessitate changes to this contract.

15.20 The Stage Door position at the McCaw Hall shall be staffed by members of Laborers International Union of North America, Local 242, Security Officers. The interior backstage - house entrance, shall be staffed by Guest Services staff.

15.21 Non-profit events at the Nesholm Lecture Hall shall utilize no fewer than one (1) bargaining unit member in the classification of Door Attendant, or a higher classification. Non-profit promoters shall have the option of utilizing up to four (4) volunteers per event to staff Nesholm Hall (in addition to the paid bargaining unit member(s).

15.22 Transfer of Business or Business Interest: Prior to any sale or transfer of business or business interest in Seattle Center, the City agrees to meet with the Union to bargain the effects and/or impacts that such transfer may have on the bargaining unit members. The City shall notify the Union in as far in advance as possible so as to permit full discourse in the matter.

15.23 On the Job Training: The City may establish on-the-job training program(s) in a different classification and/or within another bargaining unit for the purpose of providing individuals an opportunity to compete and potentially move laterally and/or upwardly into new career fields. Prior to implementation of such a program(s) relative to bargaining unit employees, the City shall discuss the program(s) with the Union. The issue of bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of either party.

15.24 The parties agree that Guest Services Personnel at the Seattle Center who leave temporary employee status for regular appointment and later return from regular appointment to temporary employee status without a break in paid status shall retain the premium pay level they previously had as a temporary employee.

15.25 If at any time an Intermittent Seattle Center Guest Services employee chooses to transfer from the Guest Services Unit to another City department or Seattle Center Unit and they find they would like to return to Seattle Center Guest Services, they may retain their seniority in the Guest Services work list if they return within ninety (90) days of their transfer. If they resign from the City of Seattle or decide to return after ninety (90) days, they will be required to reapply for employment. If rehired, they will be placed at the bottom of seniority on the work list. (Application of these provisions has no effect on retention of premium pay level or beginning again at the first premium pay level.)

15.26 The Union and the City agree to the following:

A. A reopener on impacts associated with revisions to the Affordable Care Act (ACA);

B. No later than sixty (60) days after the full ratification of this Agreement, the Parties agree to initiate interest-based bargaining (IBB) on the subject of Change Team co-lead compensation, workload balance, and workplace protections. The Parties further agree that both the Director of Human Resources or designee(s), equal numbers of management and labor representatives and up to six (6) members of department Change Teams will be members of the IBB negotiation team. Upon completion of IBB, the Parties may agree by mutual consent to reopen this Agreement to incorporate agreed upon language. The Parties acknowledge that any new or modified language developed in IBB may need parameter approval from the LRPC and adoption by the Seattle City Council in order to be enforceable.

C. For the duration of this agreement, the City agrees to a reopener to discuss the City's compensation philosophy and methods and processes associated with determining wage adjustments, including the City's interest in total compensation; and,

D. For the duration of this agreement, the Union agrees to open negotiations to modify Personnel Rule 10.3.3 to include current employees in the City's criminal background check policy.

15.27 Outdoor Working Conditions: Bargaining unit work routinely involves working outdoors. Employees required to work outdoors during inclement weather, upon employee request, will have consistent access to pop-up tents, provided they are in an area that does not impede operations, lighting where available, as well as weather-appropriate clothing.

15.28 Dependent Care Task Force: The City and the Coalition of City Unions recognize a common interest in supporting employees by increasing access to safe, affordable, and quality dependent care services.

To meet this interest, the Parties will convene a joint Task Force to study options for a possible child and dependent care benefit program, including the possibility of a multi-employer dependent care voucher program. The joint Task Force shall be made up of equal numbers of labor representatives and representatives of the City.

The Task Force assessment should include an analysis of the need for dependent care by City employees, affordability, quality, location of child and adult care providers, and the administrative infrastructure needed to oversee the program. The assessment should also include an analysis of the costs and benefits of a dependent care benefit program and possible revenue sources such as the potential excess Health Insurance Rate Stabilization Fund. By mutual agreement, the Task Force may consult with outside experts to help with the assessment.

The Task Force shall provide a written report, with its analysis and recommendations, no later than end of year 2024.

15.29 Encampment Clean-Up Safety and Compensation: The Parties agree to examine the City's safety protocols and encampment premium as each relates to homeless encampment clean-up. During the term of this Agreement, the City and impacted Coalition unions agree to meet and discuss existing practices and to consider potential improvements to the existing safety protocols and encampment premium. Should the Parties reach Agreement in principle on any changes to the safety protocols, the City agrees, subject to the approval of the City Council and the Mayor, to reduce such agreement to writing.

15.30 Telecommuting: Nothing in this Article abridges the Employer's rights enumerated within this Agreement.

Telecommuting is an arrangement in which an employee's job duties may be performed at an alternative worksite, such as the employee's residence or a satellite office located closer to the employee's residence than the primary worksite where the employee is regularly assigned.

Telework is recognized by the City and its employees as a practical, feasible and durable work alternative when it benefits the City of Seattle in one (1) or more of the following ways:

A. Maintains and enhances the delivery and resilience of City services;
B. Improves employee effectiveness, productivity and morale;
C. Maximizes utilization of City of Seattle office facilities;
D. Reduces absenteeism;
E. Promotes employee health and wellness, including ergonomic health;
F. Improves employee recruitment and retention;
G. Improves air quality and reduce traffic congestion;
H. Enhances the working life and opportunities of persons with disabilities; and
I. Other reasons as defined by the appointing authority.

15.30.1 Telecommuting Agreement: Telecommuting is encouraged but not mandated for employees, including temporary employees. Each bargaining unit member will have the opportunity to request a telecommuting agreement. The bargaining unit member must submit the request in writing to the City.

The City and the bargaining unit member will evaluate the feasibility of a request through an interactive process consistent with Personnel Rule 9.2 - Telecommuting. The City will consider all information provided by the bargaining unit member, including but not limited to health and safety, childcare, elder care and other family care, equity and transportation needs when making a decision on whether to grant a request.

When reporting to a primary worksite is required by an “in-office” weekly minimum policy, four hours work shall constitute an “in office” shift and the minimums may be met based on an average within a pay period. “In office” will include field work such as, but not limited to, inspections, public meetings, trainings, events and work at City designated facilities, provided the employee is in paid status and performing work on behalf of the City.

The employee shall report to the employing unit's primary worksite for public-facing services when so directed.

The employee shall take reasonable precautions to protect City owned equipment, if any, from theft, damage, or misuse. It remains the employer’s responsibility to insure equipment used for approved telecommuting purposes.

The decision whether or not to grant a telecommuting agreement must be in writing and must include the reason(s) for the denial or approval, and provided to the employee.

Supervisors will add information about telecommuting agreement eligibility to position descriptions and job postings.

Working relationship between supervisor and employee, negative performance reviews and/or employee disciplinary history unrelated to telecommuting may not be considered as the sole basis for denial of a telecommuting agreement request unless the City has documented a nexus between the performance/discipline and the remote work request.

Denied telecommuting agreement requests will be reported to the Union. The bargaining unit member will have the opportunity to request a reconsideration of a denial to the Appointing Authority or designee.

15.30.2 Changes to Agreed Telecommuting Agreements: Employees approved for telecommuting acknowledge and recognize that business and/or employee needs arise that may necessitate a temporary deviation from an approved telecommuting agreement. The City or employee shall provide as much advance notice as possible. Alternative deviations may be considered and such deviations, whenever possible, should be infrequent.

The terms and conditions of individual telecommuting agreement shall be set forth in completed and signed remote work agreements with a copy provided to the Union.

The City or the bargaining unit member may terminate a telecommuting agreement, in writing, with a minimum advance notice of thirty (30) calendar days. When the City terminates a Telecommuting Agreement, the employee must receive written notification stating the reason(s) for the termination. Upon receiving written notification of termination, the employee may appeal the termination of the schedule to the department head. The employee may have a union representation during an appeal meeting.

ARTICLE 16 - DISPATCH PROCEDURES

16.1 Dispatch procedure issues shall be addressed by the parties in a Memorandum of Agreement signed by the Seattle Center Director and a designated official of the Union.

16.1.1 Disputes as to interpretation or allegations of violation of this memorandum shall be raised for resolution in the labor-management process as provided for in the Collective Bargaining Agreement and shall not be a proper subject for consideration under the grievance and arbitration provisions of the Agreement. Issues left unresolved may be referred by the parties to a mediation process.

16.2 Neither the procedures for dispatching and work assignments nor any provisions of this Agreement shall serve to limit or define when the Center may assign work to regular, part-time employees or when the Center may assign work to intermittent employees. Seattle Center will not cancel a confirmed intermittent employee's shift for purposes of making an assignment to a regular, part-time employee unless such cancellation is made on or before the second day prior to the day of the scheduled shift. For example, a shift scheduled on a Friday must be canceled on or before Wednesday. The Center will call the intermittent employee to cancel the shift and will follow up the same day with a letter in the mail with a copy sent to the Union. Should Seattle Center cancel a confirmed intermittent employee's shift for purposes of meeting the minimum weekly hours requirement of a regular employee to the shift within two (2) days of the event, the intermittent employee so canceled will be entitled to two (2) hours "show time" pay for that event.

16.2.1 Employees may apply to voluntarily transfer from one facility seniority list to another as openings occur. The Guest Services Manager will ensure openings are posted at McCaw Hall . There will be no involuntary transfers.

16.3 In emergent situations in lieu of contracting out bargaining unit work the parties agree to waive the facilities dispatch list procedure to allow for adequate staffing at another Seattle Center venue.

16.4 The Employer will first ask for volunteers prior to making any mandatory assignments. Mandatory assignments will be done in reverse seniority order.

16.5 The dispatching function and job assignments will be made as outlined in Seattle Center Work Assignment and Dispatching Procedures. Seattle Center or the Union may propose changes in the procedures as deemed appropriate to assure staffing needs are fulfilled in an efficient manner. The City will notify the Union of proposed changes. The Union may call a labor-management meeting to discuss those changes and may request that the changes be delayed until the parties have met.

ARTICLE 17 - TERMS AND CONDITIONS OF EMPLOYMENT FOR REGULARLY APPOINTED, POSITIONS

NOTE: Articles 17 and 18 are applicable to regularly appointed positions only. The City reserves the right to hire employees into regular full-time or part-time positions.

17.1 Work Schedules: Work schedules shall be set forth in advance to the extent possible. It is recognized, however, that given such hours are associated with events at Seattle Center, changes may occur. Nothing herein shall be construed to guarantee any employee a number of hours of work.

17.1.2 Hours of Work: For regular, part-time employees, an average workday shall be four (4) or more hours and an average workweek shall be twenty (20) or more hours. Employees will be paid a minimum of four (4) hours, for any day on which they are scheduled to work. The Seattle Center will endeavor to equitably distribute hours of work among regular appointed employees with the understanding that variances may occur due to the availability and skills of the respective employees.

17.1.3 Regular employees shall have first priority to schedule up to forty (40) hours per week.

17.2 Overtime: All time worked by an employee for one promoter in excess of eight (8) hours in one (1) day shall be compensated at the overtime rate of one and one-half (1 ½) times the straight-time rate of pay, provided that the City has required that the same employee(s) work the performances which take place in one (1) calendar day.

17.2.1 Employees who work in excess of forty (40) hours in any one (1) workweek shall receive one and one-half (1 ½) times the regular straight-time rate of pay for all hours worked in excess of forty (40). It is agreed that the City has the right to monitor all overtime and that, should an employee be scheduled to work an event that would result in the employee working beyond forty (40) hours in a workweek, the City will determine if such employee will work the event.

17.2.2 Overtime shall be paid at the overtime rate, or by mutual consent between the employee and the employee's supervisor, in compensatory time at the rate of one and one-half (1 ½) hours for each hour worked.

17.3 For the purpose of this section the following definitions shall apply:

A. Work Schedule – This is an employee's assigned workdays, work shift, and days off.

B. Workday – This is an employee's assigned day(s) of work.

C. Work Shift – This is an employee's assigned hours of work in a workday.

D. Days Off – This is an employee's assigned non-working days.

E. A "workweek", for purposes of determining whether an employee exceeds forty (40) hours per workweek, shall be a seven (7) consecutive day period of time beginning on Wednesday and ending on Tuesday except when expressly designated by the Seattle Center to begin and end on different days and times from the normal Wednesday through Tuesday workweek.

17.3.1 Under normal operating circumstances, regular employees shall be offered scheduled overtime hours of work prior to temporary employees. However, in emergency or short timeframe circumstances (thirty-six (36) hours or less), the City reserves the right to schedule employees from either of the seniority pools in order to meet business needs.

17.3.2 Extended Notice Work Schedule Change: At least fourteen (14) calendar days' advance notification shall be afforded to affected regular employees when work schedule changes lasting longer than thirty (30) calendar days are required by the City. The fourteen (14) calendar day advance notice may be waived by mutual agreement of the employee and management, with notice to the Union.

A. Short Notice Work Schedule Change: At least forty-eight (48) hours advance notification shall be afforded to affected regular employees when work schedule changes lasting less than thirty (30) calendar days are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first work shift worked under the new schedule.

B. Short Notice Work Shift Change: At least forty-eight (48) hours advance notification shall be afforded to affected regular employees when work shift changes lasting less than thirty (30) calendar days are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first work shift worked under the new schedule.

17.4 Meal Period: Employees scheduled to work at least an eight (8) hour shift shall receive a meal period which shall normally commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's shift. The meal period shall be no less than one-half (1/2) hour nor more than one (1) hour in duration and shall be without compensation.

17.4.1 Upon request of an employee and agreement by the Supervisor, the shift may be scheduled without a meal period.

17.4.2 Should an employee be required to work through the scheduled meal period and unable to reschedule the meal period some other time during the shift, all hours worked shall be compensated. In no event will meal periods be scheduled at the end of a shift.

17.5 Rest Breaks: Employees who work at least a seven (7) hour shift shall receive a fifteen (15) minute rest break during the first four (4) hour period of their workday, and a second fifteen (15) minute rest break during the second portion of their workday. Employees shall be compensated at their prevailing wage rate for time spent while on rest breaks.

17.5.1 Employees who work at least a four (4) hour but less than seven (7) hour shift shall receive at least one fifteen (15) minute rest break during the shift.

17.6 Where work conditions require continuous staffing throughout a work shift the City may, in lieu of the meal period and rest periods set forth within Sections 17.3 and 17.4, provide a working meal period and working rest periods during working hours without a loss in pay so that such periods do not interfere with ongoing work requirements.

17.7 Meal Reimbursement:

A. When an employee is specifically directed by the City to work two (2) hours or longer at the beginning or end of their normal work shift away from their place of residence of not less than eight (8) hours or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from their place of residence as a result of such additional hours of work, the employee shall be reimbursed for the "reasonable cost" of such meal in accordance with Ordinance 111768. In order to receive reimbursement, the employee must furnish the City with a dated original itemized receipt from the establishment for said meal no later than the end of the following pay period; otherwise, the employee shall be paid twenty dollars ($20.00) in lieu of reimbursement for the meal.

B. To receive reimbursement for a meal under this provision the following rules shall be adhered to:

1. Said meal must be eaten within a reasonable time after completion of the overtime work. Meals cannot be saved, consumed and claimed at some later date.

2. In determining "*reasonable cost*," the following shall also be considered:
   a. The time period during which the overtime is worked; and
   b. The availability of reasonably priced eating establishments at that time; and

c. The employee's dietary needs.

3. The City shall not reimburse for the cost of alcoholic beverages.

C. In lieu of any meal compensation as set forth within this Section, the City may, at its discretion, provide a meal.

D. When an employee is called out to the field or a City facility in an emergency to work two (2) hours or longer of unscheduled overtime, immediately prior to or after their normal work shift of not less than eight (8) hours, said employee shall be eligible for meal reimbursement pursuant to this section; provided, however, if the employee is not given time off to eat a meal within a reasonable time after completion of the overtime, the employee shall be paid a twenty dollars ($20.00) in lieu of reimbursement for the meal.

Any time spent consuming a meal during working hours shall be without compensation.

17.8 Language Premium: Effective upon ratification of this Agreement by the Parties, employees assigned to perform bilingual, interpretive and/or translation services for the City shall receive a two hundred dollar ($200.00) per month premium pay. The City shall ensure employees providing language access services are independently evaluated and approved. The City may review the assignment annually and may terminate the assignment at any time.

17.9 Compensatory Time Off In Lieu Of Overtime Pay

A. Compensation for overtime work, by mutual agreement of the Supervisor and the employee, may be in compensatory time off in an amount equal to one and one-half (1 1/2) times the number of hours worked.

B. Earned compensatory time may be scheduled off by mutual agreement of the employee and the employee's Supervisor.

C. The Department will develop a policy to determine the maximum amount of compensatory time that may be accumulated. Such policy may also set a date or time period by which compensatory time will be used and if not used that it will be paid for at the prescribed rate.

17.10 Employees in regularly funded positions shall be due all benefits as provided by City personnel and benefit ordinances as cited in the Seattle Municipal Code (SMC), Chapter 4, as now and hereafter amended to include:

A. Vacation:

Effective sixty (60) calendar days after full ratification of this replacement contract, the above table shall be superseded and replaced with the following vacation accrual rate table:

Accrual Years/Hours	Vacation Days	Hours per Year	Maximum Hours
Year 0-3 / 0-6,240	12	96	192
Year 4-7 / 6,241-14,560	16	128	256
Year 8-13 / 14,561-27,040	20	160	320
Year 14-18 / 27,041-37,440	23	184	368
Year 19 / 37,441 -39,520	24	192	384
Year 20 / 39,521-41,600	25	200	400
Year 21 / 41,601-43,680	26	208	416
Year 22 / 43,681-45,760	27	216	432
Year 23 / 45,761-47,840	28	224	448
Year 24 / 47,841-49,920	29	232	464
Year 25+ / 49,921+	30	240	480

Up to forty (40) hours of accrued vacation may be compensated in one workweek.

B. Sick Leave: Sick leave shall be defined as paid time off from work for a qualifying reason as set forth below. Employees covered by this Agreement shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status not exceeding 40 hours per week, as shown on the payroll. If an employee's overall accrual rate falls below the accrual rate required by Chapter 14.16 (Paid Sick and Safe Time Law), the employee shall be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of Chapter 14.16. Unlimited sick leave credit may be accumulated. New employees entering City service shall not be entitled to use sick leave with pay during the first thirty (30) days of employment but shall accrue sick leave credits during such thirty (30) day period. An employee is authorized to use paid sick leave for hours that the employee was scheduled to have worked for the following reasons:

1. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventive care; or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or

2. To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code Chapter 4.24.005 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or

3. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such reason, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or

4. For absences that qualify for leave under the Domestic Violence Leave Act, chapter 49.76 RCW; or

5. The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or

6. The non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for purposes of adoption, including any time away from work prior to or following placement of the child to satisfy legal or regulatory requirements for the adoption.

7. Sick leave used for the purposes contemplated by Article 17.9.B.5 and 17.9.B.6 must end before the first anniversary of the child’s birth or placement.

8. An employee unable to work a scheduled event due to illness will be allowed to choose whether to be compensated with sick leave or to accept other work to make up the hours or to be compensated only for the hours worked. However, if the hours will be less than twenty (20) in the week, the employee must cover illness absence with accrued sick leave in order to maintain insurance benefits.

9. Abuse of paid sick leave or use of paid sick leave not for an authorized purpose may result in denial of sick leave payment and/or discipline up to and including dismissal.

10. Shared Sick Leave Pool: The City will standardize the current sick leave transfer ("donation") program across all City departments through the following actions:

    - Standardization of:
        - Forms
        - Processing templates
        - FAQs
        - Interdepartmental donation of sick leave
    - Anonymizing sick leave requests for potential recipients
    - Anonymizing sick leave donations from contributors

    The intent of the program is to create a mandatory and uniform system that will function across departments as the established protocol for all sick leave donation requests and donations. The City agrees to perform this standardization using a Labor-Management Committee ("LMC") meeting, which will work in consultation with appropriate subject matter experts ("SMEs"), including but not limited to Seattle Human Resources, FAS Citywide Payroll and Business Systems, ITD HRIS and Race and Social Justice SMEs. The City further agrees to convene the LMC no later than 90 days from execution of this Agreement and to meet no less than monthly on the standardization process beginning in the month following the initial convening of the LMC.

C. Bereavement Leave: All employees covered by this Agreement are allowed forty (40) hours off without salary deduction for bereavement purposes in the event of the death of any relative. Bereavement leave may be used in full day increments or increments of one (1) hour, at the employee's discretion. Bereavement leave must be used within one (1) year; employees may submit for exceptions to this within thirty (30) days (requests that come in after the 30 days will be considered) of the death if they know they will need longer than one (1) year to use leave for that event. This benefit is prorated for less-than-full time employees.

   For purposes of this Section, "relative" is defined as any person related to the employee by blood, marriage, adoption, fostering, guardianship, in loco parentis, or domestic partnership.

D. Holidays: SMC Section 4.20.190, .200 and .210

The following days shall be recognized as paid holidays:

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth Day	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Indigenous Peoples' Day	2nd Monday in October
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th
First Personal Holiday	
Second Personal Holiday	
Third and Fourth Personal Holidays (after completion of nine (9) years of service)	

17.11 Whenever any paid holiday falls upon a Sunday, the following Monday shall be recognized as the paid holiday. Whenever any paid holiday falls upon a Saturday, the preceding Friday shall be recognized as the paid holiday; provided, however, paid holidays falling on Saturday or Sunday shall be recognized and paid on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment shall be made only once per affected employee for any one holiday.

17.12 An employee who is required to work on a holiday shall be paid for the holiday at the regular straight-time rate of pay - prorated based on the hours worked in the pay period preceding the pay period of the holiday - and, in addition, the employee shall receive one and one-half (1 ½) times the regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the employee and the City, the employee may receive one and one-half (1 /1/2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

17.13 To qualify for holiday pay, City employees shall have been on pay status their normal workday before or their normal workday following the holiday; provided, however, employees returning from non-pay leave who start work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

17.14 Employees on pay status on or prior to February 12th shall be entitled to use the First Personal Holiday referenced above during that calendar year. Employees on pay status on or prior to October 1st shall be entitled to use the Second Personal Holiday referenced above during that calendar year.

17.15 Employees who have either:

A. Completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status on or before December 31st of the current year shall receive an additional two (2) personal holidays for a total of (4) personal holidays to be added to their leave balance on the pay date of the first pay period in January of the following year.

B. A Personal Holiday shall be used during the calendar year as a regular holiday. Use of the Personal Holiday shall be requested in advance. When the Personal Holiday has been approved in advance and is later canceled by the City with less than a thirty (30) day advance notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay which is the same rate as defined above for all time worked on the originally scheduled Personal Holiday.

17.16 Medical/Dental/Life Insurance: SMC Sections 4.56 and 4.60

Employees shall be eligible for benefits in the same manner as other City employees except that such eligibility will not be established or continued unless the employee is compensated for at least eighty (80) hours in a calendar month.

The parties agree to enter into the Memorandum of Agreement associated with the Tentative Agreement dated October 3, 2007, between the City and the Coalition of City Unions, which by reference is incorporated herein.

The City shall provide medical, dental and vision plans (with Kaiser Standard, Kaiser Deductible, Aetna Traditional Aetna Preventive, and Delta Dental of Washington as self-insured plans, and Dental Health Service and Vision Services Plan) for all regular employees represented by unions that are a party to the Memorandum of Agreement established to govern the plans. Said plans, changes thereto and premiums shall be established through the Joint Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established by the parties to govern the functioning of said Committee.

17.17 Retirement and VEBA:

A. Pursuant to Ordinance 78444 as amended, employees shall be covered by the Seattle City Employees Retirement System.

B. Effective January 1, 2017, consistent with Ordinance 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

17.18 VEBA: Each bargaining unit will participate annually in a vote to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) to provide post-retirement medical expense benefits to members who retire from City service.

A. CONTRIBUTIONS FROM UNUSED PAID TIME OFF AT RETIREMENT

1. Eligibility-to-Retire Requirements:
    a. 5-9 years of service and are age 62 or older;
    b. 10-19 years of service and are age 57 or older;
    c. 20-29 years of service and are age 52 or older; or
    d. 30 years of service and are any age

2. The City will provide each bargaining unit with a list of its members who are expected to meet any of the criteria in paragraph A above as of the end of each calendar year.

3. If the members of the bargaining unit who have met the criteria described in paragraph A above vote to require VEBA contributions from unused paid time off, then all members of the bargaining unit wh are eligible to retire and those who become eligible during the life cycle of this contract shall, as elected by the voting members of the bargaining unit:

    a. Contribute 35% of their unused sick leave balance into the VEBA upon retirement; or
    b. Contribute 50% of their unused vacation leave balance into the VEBA upon retirement; or
    c. Contribute both 35% of their unused sick leave balance and 50% of their unused vacation leave balance upon retirement.

4. Following any required VEBA contribution from a member's unused sick leave, the remaining balance will be forfeited; members may not contribute any portion of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan or receive cash.

5. If the members of the bargaining unit who have satisfied the eligibility-to-retire requirements described in paragraph A above do not vote to require VEBA contributions from unused sick leave, members may either:

    a. Transfer 35% of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan, subject to the terms of the Plan and applicable law; or

b. Cash out their unused sick leave balance at 25% to be paid on their final paycheck.

Whether the employee elects option a. or b. above, any remaining balance of the member's unused sick leave will be forfeited.

B. CONTRIBUTIONS FROM EMPLOYEE WAGES (all regular employees who are part of the bargaining unit)

1. If the bargaining unit votes to require VEBA contributions from employee wages, then all members of the bargaining unit shall, as elected by the bargaining unit annually as to all of its members, make a mandatory employee contribution of one of the amounts listed below into the VEBA while employed by the City:

a. $25 per month, or
b. $50 per month.

C. ALLOCATION OF RESPONSIBILITY: The City assumes no responsibility for the tax consequences of any VEBA contributions made by or on behalf of any member. Each union that elects to require VEBA contributions for the benefit of its members assumes sole responsibility for insuring that the VEBA complies with all applicable laws, including, without limitation, the Internal Revenue Code, and agrees to indemnify and hold the City harmless for any taxes, penalties and any other costs and expenses resulting from such contributions.

D. Sabbatical Leave and VEBA: Members of a bargaining unit that vote to accept the VEBA **and** who meet the eligible-to-retire criteria are not eligible to cash-out their sick leave at twenty-five percent (25%) as a part of their sabbatical benefit. Members who do not meet the eligible-to-retire criteria may cash-out their sick leave at twenty-five percent (25%) in accordance with the sabbatical benefit.

17.19 Industrial Injury and Insurance Benefits: SMC Section 4.44, as interpreted and amended per the labor-management task force on Industrial Insurance.

17.20 Leaves of Absence: Shall be requested and considered and approved (or not) in the same manner as with other regular employees of Seattle Center. Guidelines shall include state law and regulations and the City's Personnel Rules.

17.21 Layoff: SMC Section 4.04.220 and including eligibility to interview for vacant positions in the same and other departments for which a laid-off employee is qualified under the terms of the Project Hire Program.

17.22 Suspension and/or termination actions may be processed through the grievance procedure for employees in regularly appointed positions. A regularly appointed employee covered by this Agreement must, upon initiating objections relating to disciplinary action, use either the grievance procedure contained herein (with the Union processing the grievance) or pertinent procedures regarding disciplinary appeals under the City Personnel Ordinance including Civil Service procedures. Under no circumstances may an employee use both the grievance procedure and Personnel Ordinance procedures, including Civil Service procedures, relative to the same disciplinary action. In the event both a contract grievance and a Civil Service Commission appeal have been filed regarding the same disciplinary action, only upon withdrawal of the Civil Service Commission appeal may the grievance be pursued under this contract grievance procedure. Such withdrawal must be made within a timely manner so as to meet the grievance filing deadline herein.

17.23 Metro Passes: The City shall provide a transit subsidy consistent with SMC 4.20.370.

17.24 Pay for Deployed Military

A. A bargaining unit member in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as a City employee shall receive the difference between one hundred percent (100%) of their City base pay and their military pay (plus adjustments).

City base pay shall include every part of wages except overtime.

B. A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted the annual paid military leave benefit and is on unpaid military leave of absence shall be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

17.25 Paid Parental Leave: Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, "Paid Parental Leave," may take leave for bonding with their new child.

17.26 Washington State Paid Family and Medical Leave: Employees receiving SPFML may use any of their accrued paid and/or granted leave ("leave") to supplement the SPFML benefit payment, up to 100% of their weekly salary paid by the City of Seattle. The use of such leave to augment the SPFML benefit shall be called "supplemental leave pay." Use of Leave by an employee to supplement SPFML is strictly voluntary. The City cannot require an employee to use accrued Leave to supplement SPFML benefits.

Supplemental Leave Pay Utilization Process

A. Leave for the purposes of this proposal, is defined as all accrued and/or granted leave as set forth and defined in the City of Seattle Municipal Code Title 4 (Personnel) Sections 4.24 through 4.34 (vacation, sick leave, floating, merit, comp time, executive, etc.).

B. Supplemental leave pay may be accessed starting the first pay period after the City has received the final SPFML claim determination notice from the Washington State Employment Security Department ("ESD").

C. Supplemental Leave Supplemental leave can be used by employees based on the date range signified in the SPFML eligibility letter. For instances in which that date has passed, employees can submit time sheet correction requests to add the use of supplemental leave, as defined above. No time sheet corrections or reactivity shall be applied to any date or SPFML prior to the execution of this Agreement.

D. The use of supplemental leave to "top-up" an employee's SPFML benefit shall not exceed the amount of accrued and/or granted leave the employee has available in their balances.

E. The use of accrued and/or granted paid leave to supplement the SPFML benefit will be available in 15 minute increments, except for when the accrued and/or granted paid Leave the employee requests to be used to supplement the SPFML must be used in full day increments as specified by a given collective bargaining agreement or by City code or Personnel rules (e.g. personal holidays), and then shall be only available in full-day increments.

F. An employee must have already accrued the paid/granted leave they seek to use for the pay period in which they seek to use it.

G. It is the employee's responsibility for determining whether they have the accrued/ and or granted leave they seek to use in a given pay period to supplement the SPFML.

17.27 For the duration of this agreement, the City and the Coalition agree to re-open each collective bargaining agreement, upon receipt by a Coalition Union of a demand by the City, for the following mandatory subjects of bargaining:

Changes associated with revisions made to the Affordable Care Act (ACA).

Changes arising from or related to the Washington Paid Family and Medical Leave Program (Title 50A RCW) including, but not limited to, changes to the City's current paid leave benefit which may arise as a result of final rulemaking from the State of Washington, which may include changes to the draw down requirements associated with the City's Paid Family and Parental Leave programs.

17.28 Emergency Day: One (1) day or a portion thereof per Agreement year without loss of pay may be taken off subject to approval of the employee's supervisor and/or appointing authority when it is necessary that the employee be immediately off work to attend to one of the following situations either of which necessitates immediate action on the part of the employee:

The employee's spouse or domestic partner, child, parents or grandparents has unexpectedly become seriously ill or has had a serious accident; or

An unforeseen occurrence with respect to the employee's household (e.g., fire, flood or ongoing loss of power). "Household" shall be defined as the physical aspects, including pets, of the employee's residence or vehicle.

The emergency leave benefit must also be available to the employee in the event of inclement weather or natural disaster within the City limits or within the city or county in which the member resides that makes it impossible or unsafe for the employee to physically commute to their normal work site at the start of their normal shift.

A "day" of emergency leave may be used for separate incidents, in one (1) hour increments. The total hours compensated under this provision, however, shall not exceed eight (8) hours in a contract year.

17.29 Bea's Law: Paid Family Care Leave, which includes "Bea's Law" is here by incorporated by reference into this Agreement.

17.30 Union Leave: Upon written request, a regular employee elected or appointed to a Union office that requires all of their time will be given a leave of absence without pay from work, not to exceed one (1) year, with approval of the appointing authority based on the business needs of the department. The appointing authority will respond to such requests in writing within fourteen (14) calendar days. Should the appointing authority reject a request for Union Leave, the written response will include an explanation of the business need for the denial. Requests for Union Leave will not be unreasonably denied.

Leave may not be approved for more than one (1) employee at a time per Department. To be eligible for Union Leave under this provision, the employee must not currently be serving a probation or trial service.

A regular employee designated by the Union to serve on official union business that requires a part of their time will be given a leave of absence without pay from work, provided it can be done without detriment to City services and at least forty-eight (48) hours written notice is given to the Director. The employee will not suffer a loss of bargaining unit seniority rights and will accumulate the same during such leave.

The parties agree that at the City's sole discretion, the leave may be terminated in the event of layoff. The City will provide one month notice before recalling an employee. The parties further agree that the City may at its sole discretion hire term limited temporary employees to backfill for the absent employee.

ARTICLE 18 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

(APPLICABLE TO EMPLOYEES IN REGULARLY APPOINTED POSITIONS ONLY)

NOTE: Articles 17 (except for Sick Leave provisions) and 18 are applicable to regularly appointed positions only. The City reserves the right to hire employees into a regular full-time or part-time positions.

18.1 The following shall define terms used in this Article:

A. Probationary Period: A twelve (12) month period of employment following an employee's initial regular appointment within the Civil Service to a position.

B. Regular Appointment: The authorized appointment of an individual to a position in the Civil Service.

C. Trial Service Period/Regular Subsequent Appointment: A twelve (12) month trial period of employment of a regular employee beginning with the effective date of a subsequent, regular appointment from one classification to a different classification through promotion or transfer to a classification in which the employee has not successfully completed a probationary or trial service period or rehire from a Reinstatement Recall List to a department other than that from which the employee was laid off.

D. Regular Employee: An employee who has successfully completed a twelve (12) month probationary period and has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause or retirement.

E. Revert: To return an employee who has not successfully completed a trial service period to a vacant position in the same class and former department (if applicable) from which the employee was appointed.

F. Reversion Recall List: If no such vacancy exists to which the employee may revert, they will be removed from the payroll and their name placed on a Reversion Recall List for the class/department from which the employee was removed.

18.2 Probationary Period/Status of Employee: Employees who are initially appointed to a position shall serve a probationary period of twelve (12) months.

A. The probationary period shall provide the department with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the position, and to terminate any employee whose work performance fails to meet the required standards.

B. An employee shall become regular after having completed the probationary period unless the individual is dismissed under provisions of Section 18.3 and 18.3.1.

18.3 Probationary Period/Dismissal: An employee may be dismissed during the probationary period after having been given written notice five (5) working days prior to the effective date of dismissal. However, if the department believes the best interest of the City requires the immediate dismissal of the probationary employee, written notice of only one (1) full working day prior to the effective date of the dismissal shall be required. The reasons for the dismissal shall be filed with the Seattle Human Resources Director and a copy sent to the Union.

18.3.1 An employee dismissed during the probationary period shall not have the right to grieve or arbitrate the dismissal. When proper advance notice of the dismissal is not given, the employee may enter an appeal (for payment of up to five (5) days' salary), which the employee would have otherwise received had proper notice been given. If such a claim is sustained, the employee shall be entitled to the appropriate payment of salary but shall not be entitled to reinstatement.

18.4 Trial Service Period: An employee who has satisfactorily completed the probationary period and who is subsequently appointed to a position in another classification shall serve a twelve (12) month trial service period, in accordance with Section 18.1.

A. The trial service period shall provide the department with the opportunity to observe the employee's work and to train and aid the employee in adjustment to the position, and to revert such an employee whose work performance fails to meet required standards.

B. An employee who has been appointed from one classification to another classification within the same or different department and who fails to satisfactorily complete the trial service period shall be reverted to a vacant position within that department and classification from which the employee was appointed.

C. Where no such vacancy exists, such employee shall be given fifteen (15) calendar days' written notice prior to being placed on a Reversion Recall List for the employee’s former department and former classification and being removed from the payroll.

D. An employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the department, the employee and the Union, subject to approval by the Seattle Human Resources Director prior to expiration of the trial service period.

E. Employees who have been reverted during the trial service period shall not have the right to appeal the reversion.

F. The names of regular employees who have been reverted for purposes of reemployment in their former department shall be placed upon a Reversion Recall List for the same classification from which they were promoted or transferred for a period of one (1) year from the date of reversion.

G. If a vacancy is to be filled in a department and a valid Reversion Recall List for the classification for that vacancy contains the name(s) of eligible employees who have been removed from the payroll from that classification and from that department, such employees shall be reinstated in order of their length of service. The employee who has the most service shall be the first reinstated.

H. An employee whose name is on a valid Reversion Recall List who accepts employment with the City in the same job classification shall have their name removed from the Reversion Recall List. Refusal to accept placement from a Reversion Recall List to a position the same, or essentially the same, as that which the employee previously held shall cause an employee's name to be removed from the Reversion Recall List, which shall terminate rights to reemployment under this Reversion Recall List provision.

I. A reverted employee shall be paid at the step of the range that the employee normally would have received had the employee not been promoted or transferred.

18.5 Subsequent Appointments During Probationary Period or Trial Service Period: If a probationary employee is subsequently appointed in the same classification from one department to another, the receiving department may, with approval of the Seattle Human Resources Director, require that a complete twelve (12) month probationary period be served in that department. If a regular employee or an employee who is still serving a trial service period is subsequently appointed in the same classification from one department to another, the receiving department may, with the approval of the Seattle Human Resources Director, require that a twelve (12) month trial service period be served in that department.

A. If a probationary employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month probationary period in the new classification. If a regular employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month trial service period in the new classification.

B. Within the same department, if a regular employee is appointed to a higher classification while serving in a trial service period, the trial service period for the lower classification and the new trial service period for the higher classification shall overlap, provided that the higher and lower classifications are in the same or a closely related field. The employee shall complete the terms of the original trial service period and be given regular status in the lower classification. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

C. Within the same department, if a probationary employee is regularly appointed to a higher classification while serving in a probationary period, the probationary period and the new trial service period for the higher classification shall overlap provided the higher and the lower classifications are in the same or a closely related field. The employee shall complete the term of the original probationary period and be given regular standing in the lower class. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

18.6 The probationary period shall be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness, vacations, jury duty, and military leaves shall not result in an extension of the probationary period, but upon approval of the Seattle Human Resources Director, an employee's probationary period may be extended so as to include the equivalent of a full twelve (12) months of actual service where there are numerous absences.

ARTICLE 19 - AMENDMENTS TO THE AGREEMENT

19.1 The Employer and the Union may mutually agree to amend this Agreement.

19.2 Attachments and/or Amendments, Letters of Understanding, Letters of Agreement, or Memoranda of Understanding or Memoranda of Agreement may be attached to and shall be incorporated in the Agreement by this reference.

ARTICLE 20 – SAVINGS CLAUSE

20.1 If an Article of this Agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article.

ARTICLE 21 - ENTIRE AGREEMENT

21.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

ARTICLE 22 - TERM OF AGREEMENT

22.1 All terms and provisions of this Agreement shall become effective on January 1, 2023 by both parties unless otherwise specified elsewhere in this Agreement and shall remain in effect through December 31, 2026. Upon beginning negotiations for a successor agreement, any modifications requested by either party shall be presented at the first date mutually agreed upon to exchange opening proposals and any modifications requested at a later date shall not be subject to negotiations, unless mutually agreed upon by both parties.

22.2 In the event that negotiations for a new Agreement extend beyond the anniversary date of this Agreement, the terms of this Agreement shall remain in full force and effect until a new Agreement is consummated or unless consistent with RCW 41.56.123, the City serves the Union with ten (10) days' notification of intent to unilaterally implement its last offer and terminate the existing Agreement.

Signed this_____day of _____, 2024.

Teamsters Local Union No. 117,
Affiliated with the International
Brotherhood Of Teamsters

_____
Paul Dascher, Secretary-Treasurer

THE CITY OF SEATTLE

Executed under authority of

Ordinance_____

_____
Bruce Harrell, Mayor

_____
Shaun Van Eyk, Labor Relations Director

APPENDIX A

1.1 Intermittent/Temporary Employee Hourly Rates of Pay Effective January 4, 2023

Effective January 4, 2023, employees' base wages will be increased by five percent (5%) and wages shall be as follows:

			Premium Pay Rates (Refer to Article 1)				
Job Classification	**Step**	**Base Hourly Rate**	**5%**	**10%**	**15%**	**20%**	**25%**
Head Usher	1	29.88	31.37	32.87	34.36	35.86	37.35
Head Usher – Step progression shall apply for benefits-eligible temporary employees in this classification.							
Assistant Head Usher	1	26.30	27.62	28.93	30.25	31.56	32.88
Usher	1	23.91	25.11	26.30	27.50	28.69	29.89
Door Attendant/ Splitter	1	24.75	25.99	27.23	28.46	29.70	30.94
Admission Guard	1	25.58	26.86	28.14	29.42	30.70	31.98

Wardrobe Attendant - An Usher designated by Seattle Center to perform the wardrobe attendant function shall be paid at the rate of Assistant Head User while so assigned.

1.2 Intermittent/Temporary Employee Hourly Rates of Pay Effective January 3, 2024

Effective January 3, 2024, employees' base wages will be increased by four and one half percent (4.5%) and wages shall be as follows:

			Premium Pay Rates (Refer to Article 1)				
Job Classification	**Step**	**Base Hourly Rate**	**5%**	**10%**	**15%**	**20%**	**25%**
Head Usher	1	31.23	32.79	34.35	35.91	37.48	39.04
Head Usher – Step progression shall apply for benefits-eligible temporary employees in this classification.							
Assistant Head Usher	1	27.49	28.86	30.24	31.61	32.99	34.36
Usher	1	24.98	26.23	27.48	28.73	29.98	31.23
Door Attendant/ Splitter	1	25.86	27.15	28.45	29.74	31.03	32.33
Admission Guard	1	26.73	28.07	29.40	30.74	32.08	33.41

Wardrobe Attendant - An Usher designated by Seattle Center to perform the wardrobe attendant function shall be paid at the rate of Assistant Head User while so assigned.

1.3 Intermittent/Temporary Employee Hourly Rates of Pay Effective January 4, 2025

Effective January 4, 2025, employees' base wages will be increased by one hundred percent (1% plus 100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%).

Wardrobe Attendant - An Usher designated by Seattle Center to perform the wardrobe attendant function shall be paid at the rate of Assistant Head Usher while so assigned.

1.4 Intermittent/Temporary Employee Hourly Rates of Pay Effective January 10, 2026

Effective January 10, 2026, employees' base wages will be increased one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

Wardrobe Attendant - An Usher designated by Seattle Center to perform the wardrobe attendant function shall be paid at the rate of Assistant Head Usher while so assigned.

2.1 Regular Employee Titles and Hourly Rates of Pay Effective January 4, 2023

Effective January 4, 2023, employees' base wages will be increased by five percent (5%) and shall be as follows:

Job Classification	Entry Hours	1,040 Hrs	3,120 Hrs	5,200 Hrs	7,280 Hrs
Admissions Employee	26.30	27.35	28.44	29.59	30.77
Head Usher	29.88	31.08	32.32	33.61	34.95

2.2 Regular Employee Titles and Hourly Rates of Pay Effective January 3, 2024

Effective January 3, 2024, employees' base wages will be increased by four and one half percent (4.5%) and shall be as follows:

Job Classification	Entry Hours	1,040 Hrs	3,120 Hrs	5,200 Hrs	7,280 Hrs
Admissions Employee	27.49	28.58	29.72	30.92	32.15
Head Usher	31.23	32.48	33.77	35.12	36.53

2.3 Regular Employee Titles and Hourly Rates of Pay Effective January 4, 2025

Effective January 4, 2025, employees' base wages will be increased by one hundred percent (1% plus 100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%).

2.3 Regular Employee Titles and Hourly Rates of Pay Effective January 10, 2026

Effective January 10, 2026, employees' base wages will be increased one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

3.1 Employees will be placed at the first step of the salary range upon initial appointment unless the appointing authority or designee approves a salary step exception due to recruiting difficulties.

APPENDIX B

The following MOU attached hereto as Appendix C and signed by the City of Seattle and Local 77 ("Parties"), is adopted and incorporated as an Appendix to this Agreement to address certain matters with respect to membership and payroll deductions after the U.S. Supreme Court's decision in Janus v. AFSCME. The Agreement is specific and limited to the content contained within it. Nothing in the MOU is intended, nor do the Parties intend, for the MOU to change the ability to file a grievance on any matter of dispute which may arise over the interpretation or application of the collective bargaining agreement itself. Specifically, nothing in the MOU is it intended to prevent the filing of a grievance to enforce any provision of Article 3, Union Membership and Dues. Any limitations on filing a grievance that are set forth in the MOU are limited to actions that may be taken with respect to the enforcement of the MOU itself, and limited specifically to Section B of the MOU.

Section A of the MOU has been incorporated into the collective bargaining as Article 4 – Union Membership and Dues.

MEMORANDUM OF UNDERSTANDING

By and Between

THE CITY OF

SEATTLE

And
COALITION OF CITY UNIONS

(Amending certain collective bargaining agreements)

Certain Unions representing employees at the City of Seattle have formed a coalition (herein referred to as "Coalition of City Unions") to collectively negotiate the impacts of the *Janus v. AFSCME* Supreme Court decision and other conditions of employment with the City of Seattle (herein referred to as "City;" together the City and this Coalition of City Unions shall be referred to as"the Parties"); and

This Coalition of City Unions for the purpose of this Memorandum of Understanding (MOU) shall include the following individual Unions, provided that the named Unions are also signatory to this MOU: the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 104; the International Union of Painters and Allied Trades District Council#5; the Inlandboatmen's Union of the Pacific; Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 117; the International Brotherhood of Electrical

Workers, Local 46; the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32; the International Brotherhood of Teamsters, Local 763; the International Union of Operating Engineers, Local 286; the UNITE Hotel Employees & Restaurant Employees, Local 8; the Public Service & Industrial Employees, Local 1239; the Washington State Council of County and City Employees, Local 21; the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, Local 15; the Sheet Metal Workers International Association, Local 66; the Seattle Municipal Court Marshals' Guild; the Pacific Northwest Regional Council of Carpenters; the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289; the Seattle Parking Enforcement Officers Guild; the Seattle Police Dispatchers' Guild; the Seattle Police Management Association; and the Seattle Police Officers' Guild.

Background

In June of 2018, the United States Supreme Court issued the *Janus v. AFSCME decision.* In response to this change in circumstances, this Coalition of City Unions issued demands to bargain regarding the impacts and effects of the *Janus v. AFSCME* Supreme Court decision.

Included in the Parties collective bargaining agreements is a subordination of agreement clause that in summary states, It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, City Charter, and state law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal law, City Charter, or state law are paramount and shall prevail.

The parties have agreed to engage in negotiations over the impacts and effects of this change in circumstances to reflect compliance with the Janus v. AFSCME Supreme Court decision.

Agreements

Section A. Amended Union Dues and Membership Language

The Parties agree to amend and modify each of the Parties' collective bargaining agreements as follows:

Article X - Union Engagement and Payroll Deductions

The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The performance of this function is recognized as a service to the Union by the City and The City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only. The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from Union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit. The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee' s normal working hours and at their usual worksite or mutually agreed upon location.

The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement. At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of their bargaining unit attending the Orientation.

The individual Union meeting and NEO shall satisfy the City' s requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle,

including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

New Employee and Change in Employee Status Notification: The City shall supply the Union with the following information on a monthly basis for new employee's: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.

Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of their dues authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the union that the terms of the employee's authorization regarding dues deduction revocation have been met. The City will refer all employee inquiries or communications regarding union dues to the appropriate Union.

Section B. Agreement on Impacts of the Janus v. AFSCME Supreme Court Decision

The Parties further agree:

1. Member Training: During each year of this agreement a Union's principal officer may request that Union members be provided with at least eight (8) hours or one (1) day, whichever is greater, of paid release time to participate in member training programs sponsored by the Union. The Parties further agree that the release of employees shall be three (3) employee representatives per each Union in an individual Department; or two percent (2%) of a single Union's membership per each department, to be calculated as a maximum of two percent (2%) of an individual Union's membership in that single department (not citywide), whichever is greater. The approval of such release time shall not be unreasonably denied for arbitrary

and/or capricious reasons. When granting such requests, the City will take into consideration the operational needs of each Department. At its sole discretion, the City may approve paid release time for additional employee representatives from each Department on a case-by-case basis.

2. The Unions shall submit to the Office of Labor Relations and the Department as far in advance as possible, but at least fourteen (14) calendar days in advance, the names of those members who will be attending each training course. Time off for those purposes shall be approved in advance by the employee's supervisor.

3. New Employees: The City shall work with the Seattle Department of Technology to develop an automated system to provide the Union with the following information within ten (IO) working days after a new employee's first day of work: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate, FTE status. Until the process has been automated the departments may provide the Union notice at the same time the department notifies SDHR benefits, by sending an email to the Union providing the notice of hire. Upon automation departments may elect to not provide notice to the Unions and official notice will only be given by SDHR. The Parties agree to continue to work with departments to provide notice of new hires to the Union no later than IO working days from the employee first day of work.
4. This agreement is specific and limited to the referenced demand to bargains and the associated negotiations related to the impacts regarding the Janus v. AFSCME decision and sets no precedent or practice by the City and cannot be used or introduced in any forum or proceeding as evidence of a precedent or a practice.
5. Issues arising over the interpretation, application, or enforceability of the provisions of this agreement shall be addressed during the Coalition labor management meetings and shall not be subject to the grievance procedure set forth in the Parties ' collective bargaining agreements.
6. The provisions contained in " Section B" of this MOU will be reviewed when the current collective bargaining agreements expire. The Parties reserve their rights to make proposals during successor bargaining for a new agreement related to the items outlined in this MOA.
7. This Parties signatory to this MOU concur that the City has fulfilled its bargaining obligations regarding the demand to bargains filed as a result of the *Janus v.AFSCME* Supreme Court decision.

SIGNED this_____ day of_____2018.

Executed under the Authority

of Ordinance No. __ __ __ __

FOR THE CITY OF SEATTLE:

Jenny A. Durkan,
Mayor

~~Susan McNab,~~ Bobby Humes
Interim Seattle Human Resources Director

Laura A. Southard,
Deputy Director/Interim Labor Relations Director

SIGNATORY UNIONS:

Elizabeth Rockett, Field Representative
IU Painters and Allied Trades,
District Council #5

Natalie Kelly, Business Representative
HERE, Local 8

Andrea Friedland, Business Representative
IATSE, Local 15

Amy Bowles, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support

Ray Sugarman, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support

Shaun Van Eyk, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors

Mark Watson, Union Representative
WSCCCE, Council 2, Local 21, 21C, 21Z, 2083
& Local 21-PA Assistant

Steven Pray, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors

Kurt Swanson, Business Representative
UA Plumbers and Pipefitters Local 32

Janet Lewis, Business Representative
IBEW, Local 46

Kal Rohde, Business Representative
Sheet Metal Workers, Local 66

Brian Self, Business Representative
Boilermakers Union, Local 104

John Scearcy, Secretary-Treasurer
Teamsters, Local 117; JCC and Community
Service Officers & Evidence Warehousers

Mike Bolling, Business Representative
IU Operating Engineers, Local 286

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289
& 79

Scott A. Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC

Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security
Officers (JCC); Local 1239 Recreation Unit

Peter Hart, Regional Director
Inland Boatmen's Union of the Pacific

Dave Quinn, Business Representative
Pacific Northwest Regional Council of
Carpenters

Scott Fuquay, President
Seattle Municipal Court Marshals' Guild
IUPA, Local 600

Michael Cunningham, President
Seattle Police Dispatchers' Guild

Nanette Toyoshima, President
SPEOG, Seattle Parking Enforcement Officers'
Guild

Scott Bachler, President
Seattle Police Management Association

Kevin Stuckey, President
Seattle Police Officers' Guild

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289 & 79

Scott A. Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC

Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security Officers (JCC); Local 1239 Recreation Unit

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IUPA, Local 600

Michael Cunningham, President
Seattle Police Dispatchers' Guild

Nanette Toyoshima, President
SPEOG, Seattle Parking Enforcement Officers' Guild

Scott Bachler, President
Seattle Police Management Association

Kevin Stuckey, President
Seattle Police Officers' Guild

Coalition of City Unions
Memorandum of Understanding

7

APPENDIX C

LETTER OF AGREEMENT

BETWEEN

THE CITY OF SEATTLE

And

THE COALITION OF CITY UNIONS

WORK/LIFE SUPPORT COMMITTEE

The City of Seattle and the Coalition of City Unions agree to enter into the following Memorandum of Agreement to create and address certain topics at a Work/Life Support Committee. The terms of the Letter of Agreement are as follows:

1) **Purpose.** The Work/Life Support Committee ("WLSC") shall be a City-wide labor management committee to promote an environment for employees that supports and enhances their ability to meet their responsibilities as employees of the City of Seattle and support their work/life balance. The WLSC may provide recommendations to the Mayor and City Council on programs and policies that further support work/life balance.

2) **Workplan.** The WLSC shall develop an annual workplan to identify programs and policies that promote a work/life balance for City employees. These may include, but are not limited to, dependent care subsidy/support program for eligible employees, enhancing alternative work arrangements, flexible work hours, job sharing, on-site/near-site child care, expanding the definition of family for access to leave benefits, shift swaps, resource and referral services, emergency level, and back-up care. The WLSC may conduct and make recommendations no later than March 31 of each year.

3) **Membership.** The membership of WLSC shall be made up of the Mayor or designee, the Director of Labor Relations or designee, up to five Directors or designee from City departments, and members designated by the Coalition of City Unions ("CCU") at equal numbers as the management representatives. If a CCU designee is a City employee, they shall notify their supervisor. Management will not unreasonably deny the participation of City employees on paid release time to serve on the WLSC.

4) **Meetings.** The WLSC shall meet at least four (4) times per calendar year. The WLSC may meet more frequently if necessary if all parties agree.

5) **Additional Resources.** The WLSC may establish subcommittees that include other department representatives and/or subject matter experts. These subcommittees shall conform with rules established by the WLSC.

6) **Authority.** The WLSC and its subcommittee(s) shall not have the authority to change, amend, modify or otherwise alter collective bargaining agreements.

Kal Rohde, Business Representative
Sheet Metal Workers, Local 66

Brian Self, Business Representative
Boilermakers Union, Local 104

John Scearcy, Secretary-Treasurer
Teamsters, Local 117; JCC and Community Service Officers & Evidence Warehousers

Mike Bolling, Business Representative
IU Operating Engineers, Local 302

Scott Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC and Municipal Court

Mary Keefe, Business Agent
Teamsters, Local 763; JCC and Municipal Court

Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security Officers (JCC); Local 1239 Recreation Unit

Peter Hart, Regional Director
Inland Boatmen's Union of the Pacific

Dave Quinn, Business Representative
Pacific Northwest Regional Council of Carpenters

Scott Fuquay, President
Seattle Municipal Court Marshals' Guild
IUPA, Local 600

Cory Ellis, President
Seattle Police Dispatchers' Guild

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289 & 79

A G R E E M E N T

by and between

THE CITY OF SEATTLE/SEATTLE MUNICIPAL COURT

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS

LOCAL UNION NO. 763

January 1, 2023 through December 31, 2026

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A G R E E M E N T
by and between
CITY OF SEATTLE/SEATTLE MUNICIPAL COURT
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763

January 1, 2023 through December 31, 2026

THIS AGREEMENT is by and between the CITY OF SEATTLE/MUNICIPAL COURT, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

Aspects of employment at Seattle Municipal Court that are related to wages and wage-related benefits are within the legal authority of the City of Seattle. Aspects of employment at Seattle Municipal Court that are not related to wages and wage-related benefits are within the legal authority of Seattle Municipal Court.

ARTICLE 1 – RECOGNITION AND BARGAINING UNIT

1.1 Recognition and Bargaining Unit - The Employer recognizes the Union as the exclusive collective bargaining representative for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington, for the collective bargaining unit described in the decision emanating from the Washington State Public Employment Relations Commission Case Number 2497-E-79-453. For purposes of this Agreement and the bargaining unit described herein, the following definitions will apply:

1.1.1 The term "employee" will be defined to include probationary employees, regular employees, full-time employees, part-time employees and temporary employees not otherwise excluded or limited in the following Sections of this Article.

1.1.2 The term "probationary employee" will be defined as an employee who is within their first twelve (12) month trial period of employment following their initial regular appointment within the classified service.

1.1.3 The term "regular employee" will be defined as an employee who has successfully completed a twelve (12) month probationary period and who has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.

1.1.4 The term "full-time employee" will be defined as an employee who has been regularly appointed and who has a usual work schedule of forty (40) hours per week.

1.1.5 The term "part-time employee" will be defined as an employee who has been regularly appointed and who has a usual work schedule averaging at least twenty (20) hours but less than forty (40) hours per week on an annual basis.

1.1.6 The terms *temporary employee* and *temporary worker* will be defined to include both temporary and less than half time employees and means a person who is employed in:

1. An interim assignment(s) of up to one (1) year to a vacant regular position to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent; or
2. An interim assignment for short-term replacement of a regular employee of up to one (1) year when the incumbent is temporarily absent; or
3. A short-term assignment of up to one (1) year, which may be extended beyond one year only while the assignment is in the process of being converted to a regular position, to perform work that is not ongoing regular work and for which there is no regularly budgeted position; or
4. A less than half-time assignment for seasonal, on-call, intermittent or regularly scheduled work that normally does not exceed one thousand forty (1040) hours in a year, but may be extended up to one thousand three hundred (1300) hours once

every three years and may also be extended while the assignment is in the process of being converted to a regular position; or

5. A term-limited assignment for a period of more than one but less than three (3) years for time-limited work related to a specific project, grant or other non-routine substantial body of work, or for the replacement of a regularly appointed employee when that employee is absent on long-term disability time loss, medical or military leave of absence.

1.2 The Employer may establish on-the-job training program(s) in a different classification and/or within another bargaining unit for the purpose of providing individuals an opportunity to compete and potentially move laterally and/or upward into new career fields. Prior to implementation of such a program(s) relative to bargaining unit employees, the Employer will discuss the program(s) with the Union and the issue of bargaining unit jurisdiction and/or salary will be a proper subject for negotiations at that time upon the request of either party.

1.3 Public Employment Programs - As part of its public responsibility, the Employer may participate in or establish public employment programs to provide employment and/or training for and/or service to the Employer by various segments of its citizenry. Such programs may result in individuals performing work for the Employer which is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth training and/or employment programs, adult training and/or employment programs, vocational rehabilitation programs, work study and student intern programs, court-ordered community service programs, volunteer programs and other programs with similar purposes. Some examples of such programs already in effect include Summer Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work Study, Adopt-a-Park, Seattle Conservation Corps, and court-ordered Community Service. Individuals working for the Employer pursuant to such programs will be exempt from all provisions of this Agreement.

1.3.1 The Employer will have the right to implement new public employment programs or expand its current programs beyond what exists as of the signature date of this Agreement, but where such implementation or expansion involves bargaining unit work and results in a significant departure from existing practice, the Employer will give thirty (30) days' advance written notice to the Union of such and upon receipt of a written request from the Union thereafter, the Employer will engage in discussions with the Union on concerns raised by the Union. Notwithstanding any provision to the contrary, the expanded use of individuals under such a public employment program which involves the performance of bargaining unit work within a given Employer department, beyond what has traditionally existed, will not be the cause of (1) a layoff of regular employees covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by this Agreement which recently had been occupied by a regular full-time employee that performed the specific bargaining unit work now being or about to be performed by an individual under one of the Employer's public employment programs.

ARTICLE 2 – NONDISCRIMINATION

2.1 The Employer and the Union will not unlawfully discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, veteran status, gender identity, sexual orientation, political ideology, ancestry or the presence of any sensory, mental or physical handicap unless based on a bona fide occupational qualification reasonably necessary to the operations of the Employer.

2.1.1 Wherever words denoting a specific gender are used in this Agreement, they are intended and will be construed to apply equally to either gender.

2.2 Disputes involving this Article must be processed through the appropriate Local, State or Federal agency. Such disputes will not be subject to the grievance procedure contained within this Agreement.

2.3 The parties agree nothing in this Agreement, including seniority provisions, will serve to prevent a job placement or other reasonable accommodation as may be made pursuant to state or federal law for prevention of discrimination on the basis of disability.

ARTICLE 3 – UNION ENGAGEMENT AND PAYROLL DEDUCTION

3.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted will be transmitted monthly to the Union on behalf of the employees involved.

3.1.1 The performance of this function is recognized as a service to the Union by the City and the City will honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only.

3.2 The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit.

3.2.1 The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

3.3 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement. At least five (5) working days before the date of the NEO, the City will provide the Union with a list of names of the bargaining unity members attending the Orientation.

3.4 The Union agrees to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that arise against the City for deducting dues from Union members pursuant to this Article, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

3.4.1 The individual Union meeting and NEO will satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law.

3.5 The City of Seattle, including its officers, supervisors, managers and/or agents, will remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

3.6 New Employee and Change in Employee Status Notification - The City will notify the Union with New Hire information as soon as possible. The City will supply the Union with the following information on a monthly basis for new employees:

a. Name
b. Home address
c. Personal phone
d. Personal email (if a member offers)
e. Job classification and title
f. Department and division
g. Work location
h. Date of hire
i. FLSA status
j. Compensation rate: Hourly or salary

3.7 Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of their Union dues authorization. Every effort will be made by the City to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the Union that the terms of the employee's authorization regarding dues deduction revocation have been met. The City will refer all employee inquiries or communications regarding union dues to the Union.

3.8 Adoption of New Personnel Management System (Workday) - Upon transition to a new Personnel Management System (Workday) the City agrees to notify the appropriate Union with New Hire information no later than one work week after the employee's first day of work. In the event that transition is delayed or the system is unable to send weekly notification, the Parties agree to meet to discuss an alternative notification process no later than May 1, 2024.

The City will also notify the Union on a monthly basis regarding employee status changes for employees who have transferred into a bargaining unit position and of any employees who are no longer in the bargaining unit.

ARTICLE 4 – CLASSIFICATIONS AND RATES OF PAY

4.1 The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth within Appendix "A" which is attached. Effective January 4, 2023, employees' base wages will be increased by five percent (5%).

4.2 Effective January 3, 2024, employees base wages will be increased by four and one half percent (4.5%)

4.2.1 Effective January 4, 2025, employees base wages will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%).

4.2.2 Effective January 4, 2025, employees base wages will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%).

4.2.3 Effective January 10, 2026, base wage rates will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero percent (1.0%) added, the total not to exceed five percent (5%).

4.2.4 The base wage rates referenced above will be calculated by applying the appropriate percentage increase to base hourly rates or as otherwise provided for herein. The rates in each Appendix are understood to be illustrative of the increases provided in Articles 4.2 through 4.2.2, and any discrepancies will be governed by those Articles.

4.2.5 Employees will pay the employee portion of the required premium listed as the WA Paid Family Leave Tax and the WA Paid Medical Leave Tax (on an employee's paystub) of the Washington State Paid Family and Medical Leave Program effective December 25, 2019.

4.3 An employee, upon first appointment or assignment, will receive the minimum rate of the salary range fixed for the position, except as provided herein. When the application of this paragraph results in an inequity, or when it becomes necessary because of difficulties in recruitment, payment of other than the prescribed step may be authorized by the Court Administrator or designee. The Union will be notified whenever an employee covered by this agreement is paid at "*other than the prescribed step*" as described above.

4.3.1 An employee will be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases will be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section will be defined in terms of one month's service for each month of full-time employment, including paid absences. This provision will not apply to temporary employees prior to regular appointment except as otherwise provided for in Section 21.3.10; and except that step increments in the out-of-class title will be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increment will not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months, (each two thousand eighty-eight (2088) hours) of actual service, they will receive one step increment in the higher-paid title; provided that they have not received a step increment in the out-of-class title based on changes in the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class, that were properly paid per Article 5.9 of this Agreement, will apply toward salary step placement if the employee's position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

4.3.2 Those employees who have been given step increases for periodic "work outside of classification" prior to the effective date of this Agreement will continue at that step but will not be given credit for future step increases, except as provided for in Section 4.3.1.

4.3.3 For employees assigned salary steps other than the beginning step of the salary range, subsequent salary increases within the salary range will be granted after twelve (12) months of "actual service" from the appointment or increase, then at succeeding twelve (12) month intervals to the maximum of the salary range established for the class.

4.3.4 In determining "actual service" for advancement in salary step, absence due to sickness or injury for which the employee does not receive compensation may, at the discretion of the Employer, be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the Employer, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this Section, time lost by reason of disability for which an employee is compensated by Industrial Insurance or Charter disability provisions will not be considered absence. An employee who

returns after layoff, or who is reduced in rank to a position in the same or another department, may be given credit for such prior service.

4.3.5 Any increase in salary based on service will become effective upon the first day immediately following completion of the applicable period of service.

4.3.6 Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range will continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase and will thereafter receive step increases as provided in Section 4.3.1.

4.3.7 Promotion - An employee appointed to a position in a class having a higher maximum salary shall be paid at the nearest step in the higher range which (1) provides the employee who is not at the top step of his/her current salary range a dollar amount at least equal to the next step increase of the employee's current salary range or (2) provides the employee who is at the top step of his/her current salary range an increase in pay through placement at the salary step in the new salary range which is closest to at least a four percent (4%) increase, provided that such increase shall not exceed the maximum step established for the higher paying position; and provided further, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "intermittent" or "as needed" nor to "temporary assignments" providing pay "over regular salary while so assigned."

4.3.7.1 Hours worked out of class will apply toward salary step placement if the employee is promoted, or their position reclassified, to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

4.3.8 Demotion - An employee demoted because of inability to meet established performance standards from a regular full-time or part-time position to a position in a class having a lower salary range will be paid the salary step in the lower range determined as follows:

- If the rate of pay received in the higher class is above the maximum salary for the lower class, the employee will receive the maximum salary of the lower range.

- If the rate of pay received in the higher class is within the salary range for the lower class, the employee will receive that salary rate for the lower class which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class; provided however, the employee will receive not less than the minimum salary of the lower range.

4.3.9 Reorganization - An employee reduced because of organizational change or reduction in force from a regular full-time or part-time position to a position in a class having a lower salary range will be paid the salary rate of the lower range which is nearest to the salary rate to which they were entitled in their former position without reduction; provided however, such salary will in no event exceed the maximum salary of the lower range. If an employee who has completed twenty-five (25) years of Employer service and who within five (5) years of a reduction in lieu of layoff to a position in a class having a lower salary range, such employee will receive the salary they were receiving prior to such second reduction as an "incumbent" for so long as they remain in such position or until the regular salary for the lower class exceeds the "incumbent" rate of pay.

4.3.10 Reclassification - When a position is reclassified by the Seattle Human Resources Director to a new or different class having a different salary range the employee occupying the position immediately prior to and at the time of reclassification will receive the salary rate which will be determined in the same manner as for a promotion; provided however, if the employee's salary prior to reclassification is higher than the maximum salary of the range for such new or different class, they will continue to receive such higher salary as an "incumbent" for so long as they remain in position or until the regular salary for the classification exceeds the "incumbent" rate of pay.

4.3.11 Market Wage Adjustment - The following titles will receive wage equity adjustments, in addition to the annual wage adjustment set forth in Article 4.1, above:

Administrative Support Specialist 12%
Administrative Specialist I 12%
Administrative Specialist II 12%
Administrative Specialist III 12%
Accounting Technician I 6%
Accounting Technician II 6%
Accounting Technician III 6%
Municipal Court Clerk – 9%
Municipal Court Cashier – 9%
Court Clerk Senior – 9%

The Market Wage Adjustments will be calculated on the 2022 base wage and will be distributed on the annual base wage:

Year 1 – 2023: 25%
Year 2 – 2024: 50%
Year 3 – 2025: 25%

4.3.12 Language Premium – Employees assigned to perform bilingual, interpretive and/or translation services for the Court will receive a $200.00 per month premium pay. The Court will ensure employees providing language access services are independently evaluated and approved. The Court may review the assignment annually and may terminate the assignment at any time.

ARTICLE 5 – HOURS OF WORK AND OVERTIME

5.1 Hours of Work - Eight (8) hours within nine (9) consecutive hours will constitute a workday. Work schedules will normally consist of five (5) consecutive days followed by two (2) consecutive days off, except for relief shift assignments.

5.1.1 By mutual agreement between the Employer and the employee, an employee may work a schedule other than that set forth within Section 5.1.

5.1.2 Recognizing the benefits of work/life balance and reducing the impact of commuting during peak times, the Court encourages alternative work arrangements (AWA). An AWA is tele-work, flextime, compressed workweeks and any work arrangement that differs from the Court's core operating hours of Monday-Friday 8:00 am to 5:00 pm. In keeping with this, each division will develop and implement AWAs based on employee interest and business needs of the Court. Implementation of an AWA work schedule for a work unit will be subject to consultation and agreement with the Union. AWAs are not an employee right and individual requests may be approved, denied or discontinued at management's discretion. When denying or discontinuing an AWA, management will provide a written explanation to the employee. Requests will be considered in an equitable manner.

5.1.3 Telecommuting - Telecommuting is an arrangement in which the employee's job duties may be performed at an alternative worksite, such as the employee's residence or a satellite office located closer to the employee's residence than the primary worksite where the employee is regularly assigned.

Nothing is this article will abridge the Employer's rights enumerated within this Agreement.

Telework is recognized by the City and its employees as a practical, feasible and durable work alternative when it benefits the City of Seattle in one (1) or more of the following ways:

A. Maintains and enhances the delivery and resilience of City services;
B. Improves employee effectiveness, productivity and morale;
C. Maximizes utilization of City of Seattle office facilities;
D. Reduces absenteeism;
E. Promotes employee health and wellness, including ergonomic health;
F. Improves employee recruitment and retention;
G. Improves air quality and reduce traffic congestion;
H. Enhances the working life and opportunities of persons with disabilities; and Other reasons as defined by the appointing authority.

Telecommuting Agreement – Telecommuting is encouraged but not mandated for employees, including temporary employees. Each bargaining unit member will have the opportunity to request a Telecommuting Agreement. The bargaining unit member must submit the request in writing to the City

The City and the bargaining unit member will evaluate the feasibility of the request through an interactive process consistent with Personnel Rule 9.2. The City will consider all information provided by the bargaining unit member, including but not limited to health and safety, child care, elder care and other family care, equity and transportation needs in making the decision.

When reporting to a primary worksite is required by an "in-office" weekly minimum policy, four hours work shall constitute an "in office" shift and the minimums may be met based on an average within a pay period. "In office" will include field work such as, but not limited to, inspections, public meetings, trainings, events and work at City designated facilities, provided the employee is in paid status and performing work on behalf of the City.

The employee shall report to the employing unit's primary worksite for public-facing services when so directed.

The employee shall take reasonable precautions to protect City owned equipment, if any, from theft, damage, or misuse. It remains the employer's responsibility to insure equipment used for approved telecommuting purposes.

The decision of whether or not to grant a Telecommuting Agreement must be stated in writing and must include the reason(s) for the denial or approval,

Supervisors will add information about telecommute eligibility to position descriptions and job postings.

Working relationship between supervisor and employee, negative performance reviews and/or employee disciplinary history unrelated to telework may not be considered as the sole basis for denial of a telecommuting request unless the City has documented a nexus between the performance/discipline and the remote work request.

Denied requests will be reported to the union. the bargaining unit member will have the opportunity to request a reconsideration of a denial to the next level of management

Changes to agreed Telecommuting Agreements – Bargaining unit members approved for remote work acknowledge and recognize that business and/or employee needs arise that may necessitate a temporary deviation from an approved Telecommuting Agreement, the City or bargaining unit member shall provide as much advance notice as possible, alternative deviations may be considered and such deviations, whenever possible, should be infrequent. The terms and conditions of individual remote work agreements shall be set forth in completed and signed remote work agreements with a copy provided to the Union.

The City or the bargaining unit member may terminate a Telecommuting Agreement, in writing, with a minimum advance notice of thirty (30) calendar days. When the City terminates a Telecommuting Agreement , the member must receive written notification stating the reason(s) for the termination. Upon receiving written notification of termination, the member may appeal the termination of the schedule to the department head. The bargaining unit member may have a union representation during an appeal meeting.

5.1.4 When the Employer deems it necessary, work schedules may be established other than Monday through Friday.

5.1.5 Employees will be assigned a regular work schedule (days of work). An employee will normally be advised of a change in their work schedule by the end of the last shift of a week's schedule. In the event an employee is not given the required notice of a revised schedule, they will be paid at the overtime rate for the first shift of the new schedule. If the starting time of an employee's work shift is to be changed to an earlier start time, notice will be given to the employee at least forty-eight (48) hours in advance, absent such notice, the overtime rate will be due for the hours worked prior to the previous start time for the first shift of the new schedule. This provision will not apply to part-time employees who are required to work extra hours or shifts with little or no notice.

5.2 Meal Period - Employees will receive a meal period which will commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's regular shift or when they are called in to work on their regular day off. The meal period will be no less than one-half (1/2) hour nor more than one (1) hour in duration and will be without compensation. Should an employee be required to work in excess of five (5) continuous hours from the commencement of their regular shift without being provided a meal period, the employee will be compensated two (2) times the employee's straight-time hourly rate of pay for the time worked during his/her normal meal period and be afforded a meal period at the first available opportunity during working hours without compensation. If an employee is required to work through the scheduled meal period and there is inability to reschedule the meal period during the shift, all hours worked will be compensated.

5.3 Rest Breaks - Employees will receive a fifteen (15) minute rest break during the first four (4) hour period of their workday, and a second fifteen (15) minute rest break during the second four (4) hour period of their workday. Employees will be compensated at their prevailing wage rate for time spent while on rest breaks.

5.3.1 When a Court Clerk does not receive a rest break because the Court does not recess and circumstances at the time are beyond the employee's control, the Court Clerk will receive, at the employee's choice, additional compensation in the form of fifteen (15) minutes of compensatory time or pay at the regular straight-time hourly rate for each rest break not received. Such compensatory time or pay will not entitle the employee to schedule a rest break at the end of the work shift and leave work early but will be added to the employee's compensatory time account or paid at the applicable straight-time rate. To be eligible for the compensatory time or pay, the employee must have not received a rest break during that portion of the employee's work shift before or after the meal break.

It is the expectation that the employee will coordinate a rest break with their co-workers and if necessary, request a replacement employee through the Court Clerk Supervisor or designee. It is also an expectation that the employee will document the compensatory time or pay in lieu of a rest break no later than the next scheduled work shift on a form prescribed by the Employer.

5.4 Overtime - All time worked in excess of eight (8) hours in any one shift will be paid for at the rate of one and one-half (1 1/2) times the straight-time hourly rate of pay. Voluntary overtime in a lower classification may be compensated at the rate of pay for the lower classification.

5.4.1 All time worked before an employee's regularly scheduled starting time will be paid for at the rate of one and one-half (1 1/2) times the straight-time hourly rate of pay, provided the resulting hours worked for the day exceed the normally scheduled eight (8) hours.

5.4.2 All time worked on an employee's regularly scheduled days off will be paid for at the rate of one and one-half (1 1/2) times the straight-time hourly rate of pay.

5.4.3 A "work week" for purposes of determining whether an employee exceeds forty (40) hours in a work week will be a seven (7) consecutive day period of time beginning on Wednesday and ending on Tuesday except when expressly designated to begin and end on different days and times from the normal Wednesday through Tuesday work week.

5.4.4 In administering an alternate work schedule, overtime will be paid for any hours worked in excess of the employee's normal daily schedule.

5.4.5 In no event will an employee be paid overtime for hours worked less than eight (8) hours in a day unless the hours exceed forty (40) hours in a week.

5.5 Compensatory Time - Compensatory time may be used as a method of compensating employees for overtime work in lieu of overtime pay as specified in Section 5.4. If used, the compensatory time will be accrued at the rate of one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked. Accrual of compensatory time must be mutually agreeable to the employee and the Employer. The Employer may pay off a portion or all of accrued compensatory time over forty (40) hours, at its discretion, for all employees within the bargaining unit.

5.6 Call Back - An employee who is called back to work after completing their regular shift will be compensated at the overtime rate and will receive no less than four (4) hours compensation at the straight-time hourly rate of pay.

5.7 Meal Reimbursement - When an employee is specifically directed by the Employer to work two (2) hours or longer at the beginning or end of their normal work shift of at least eight (8) hours or work two (2) hours or longer at the end of their work shift of at least eight (8) hours when they are called in to work on their regular day off, or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from their place of residence as a result of such additional hours of work, the employee will be reimbursed for the "reasonable cost" of such meal in accordance with Ordinance 111768. In order to receive reimbursement, the employee must furnish the Employer with a receipt for said meal no later than forty-eight (48) hours from the beginning of their next regular shift; otherwise the employee will be paid twenty ($20.00) dollars in lieu of reimbursement for the meal.

5.7.1 To receive reimbursement for a meal under this provision the following rules will be adhered to:

(1) Said meal must be eaten within a reasonable amount of time after completion of the overtime work. Meals will not be saved, consumed and claimed at some later date.

(2) In determining "reasonable cost" the following will also be considered:

- The time period during which the overtime is worked;
- The availability of reasonably priced eating establishments at that time.
- The employee’s dietary needs

(3) The Employer will not reimburse for the cost of alcoholic beverages or gratuities.

(4) When an employee is called out to the field or a City facility in an emergency to work two (2) hours or longer of unscheduled overtime, immediately prior to or after their normal work shift of not less than eight (8) hours, said employee shall be eligible for meal reimbursement pursuant to this section; provided, however, if the employee is not given time off to eat a meal within a reasonable time after completion of the overtime, the employee shall be paid a maximum of Twenty Dollars ($20.00) in lieu of reimbursement for the meal.

Any time spent consuming a meal during working hours shall be without compensation.

5.7.2 In lieu of any meal compensation as set forth within this Section, the Employer may, at its discretion, provide a meal.

5.8 Standby Duty - Whenever an employee is placed on Standby Duty by the Employer, the employee will be available at a predetermined location to respond to emergency calls and when necessary, return immediately to work. Employees who are placed on Standby Duty by the Employer will be paid at a rate of ten percent (10%) of the employee's straight-time hourly rate of pay. When an employee is required to return to work while on Standby Duty the Standby Duty pay will be discontinued for the actual hours on work duty and compensation will be provided in accordance with Section 5.6 Callback. An employee may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties.

5.9 Work Outside Of Classification - Whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a higher-paid position when the duties of the higher position are clearly outside the scope of an employee's regular classification for a period of three (3) consecutive hours or longer, they will be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class salary rate will be determined in the same manner as for a promotion. "Proper authority" will be a supervisor, manager or director directly above the position, which is being filled out of class, who has budget management authority of the work unit as determined by the Court Administrator. Employees must meet the minimum qualifications of the higher class, and must have demonstrated or be able to demonstrate their ability to perform the duties of the class.

5.9.1 If an employee is assigned by proper authority or designee pursuant to Section 5.9 to perform the duties of a higher classification on a continuous basis in excess of sixty (60) consecutive calendar days, they will thereafter, while still assigned to the higher level, be compensated for vacation and holidays at the rate of the assigned, higher classification. 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 will 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.

5.9.2 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. At management’s discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as their primary class, across union jurisdictional lines, with no change to their regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement and payment for absences do not apply in these instances.

5.9.3 An out-of-class assignment will be formally made in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties which would otherwise constitute an out-of-class assignment. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of their own classification if the employee is not formally assigned to perform the duties on an out-of-class basis.

No employee may assume the duties of the higher-paid position without being formally assigned to do so except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to the Presiding Judge or designee for retroactive payment of out-of-class pay. The decision of the Presiding Judge or designee as to whether the duties were performed and whether performance thereof was appropriate will be final.

5.9.4 An employee who is temporarily unable to perform the regular duties of their classification due to an off-the-job injury or illness may opt to perform work within a lower paying classification dependent upon the availability of such work and subject to the approval of the Employer. The involved employee will receive the salary rate for the lower class which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class.

5.9.5 Employees working outside of classification for training purposes as designated by the Employer will not be eligible for additional compensation as provided in Section 5.9.

5.9.6 The Employer will make a reasonable effort to accommodate employees who have an off-the-job injury or illness with light duty work if such work is available.

5.10 Shift Premium

An employee who is scheduled to work not less than four (4) hours of their regular work shift during the evening (swing) shift or night (graveyard) shift, will receive the following shift premiums for all scheduled hours worked during such shift.

SWING SHIFT	$1.25 per hour
GRAVEYARD SHIFT	$1.75 per hour

5.10.1 With the exception of paid sick leave, the above shift premium will apply to time worked as opposed to time off with pay and therefore, the premium will not apply to vacation, holiday pay, bereavement leave, etc. The shift differential will be paid to employees working overtime only if they work four (4) or more consecutive hours on the extra shift, in which case it will be paid for all hours of overtime work for that shift.

5.10.2 The swing shift period will encompass the hours from 4:00 p.m. to midnight. The graveyard shift period will encompass the hours from midnight to 8:00 a.m.

ARTICLE 6 – HOLIDAYS

6.1 The following days, or days in lieu thereof, will be recognized as paid holidays:

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Indigenous Peoples' Day	2nd Monday in October
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th
First Personal Holiday	
Second Personal Holiday	
Two Personal Holidays (0-9 years of service)	
Four Personal Holidays (10+ years of service)	

6.1.1 Employees who have completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (article 7.2)

on or before December 31st of the current year will receive an additional two (2) personal holidays for a total of four (4) personal holidays (per article 6.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

6.1.2 Whenever any paid holiday falls upon a Sunday, the following Monday will be recognized as the paid holiday. Whenever any paid holiday falls upon a Saturday, the preceding Friday will be recognized as the paid holiday; provided however, paid holidays falling on Saturday or Sunday will be recognized and paid pursuant to Section 6.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 6.4 will be made only once per affected employee for any one holiday.

6.1.3 A regularly appointed part-time employee will receive paid holiday time off (or paid time off in lieu thereof) based upon straight-time hours compensated during the pay period immediately prior to the pay period in which the holiday falls. The amount of paid holiday time off for which the part-time employee is eligible will be in proportion to the holiday time off provided for full-time employees. For example, a full-time employee working eighty (80) hours per pay period would be eligible for eight (8) hours off with pay on a holiday while a part-time employee who works forty (40) hours

during the pay period preceding the holiday would be eligible for four (4) hours off with pay.

6.2 To qualify for holiday pay, employees will have been on pay status their normal workday before or their normal workday following the holiday; provided however, employees returning from non-pay leave who start work the day after a holiday will not be entitled to pay for the holiday preceding their first day of work.

6.3 Employees on pay status on or prior to February 12th will be entitled to use the First Personal Holiday as referenced in Section 6.1 during that calendar year. Employees on pay status on or prior to October 1st will be entitled to use the Second Personal Holiday as referenced in Section 6.1 during that calendar year.

6.3.1 The Personal Holiday will be used in eight (8) hour increments or a pro-rated equivalent for part-time employees, or at the discretion of the Presiding Judge or designee, such lesser fraction of a day as will be approved. Use of the Personal Holiday will be requested in writing.

6.4 An employee who is regularly scheduled to work on a holiday will be paid for the holiday at their regular straight-time hourly rate of pay and, in addition, they will receive one and one-half (1 1/2) times their regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the employee and the Employer, the employee may receive one and one-half (1 1/2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

6.5 All full-time employees will receive eight (8) hours of pay per holiday. Those employees whose work schedules consist of work days in excess of eight (8) hours may use accrued vacation leave or compensatory time to supplement the holiday pay in order to receive pay for a full work day for a holiday. As an alternative, with supervisory and/or management approval, the employee may revert to a five (5) day, forty (40) hour schedule for the work week in which the holiday occurs, provided the reversion does not result in more than forty (40) hours of work in a work week requiring the payment of overtime.

ARTICLE 7 – ANNUAL VACATIONS

7.1 Annual vacations with pay will be granted to eligible employees computed at the rate shown in Section 7.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

7.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensated time and sick leave. At the discretion of the City, up to one hundred and sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.

7.3 The vacation accrual rate will be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

COLUMN NO. 1		COLUMN NO. 2			COLUMN NO. 3
ACCRUAL RATE		EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE			MAXIMUM VACATION BALANCE
Hours on Regular Pay Status	Vacation Earned Per Hour	Years of Service	Working Days Per Year	Working Hours Per Year	Maximum Hours
0 through 08320	.0460	0 through 4	12	(96)	192
08321 through 18720	.0577	5 through 9	15	(120)	240
18721 through 29120	.0615	10 through 14	16	(128)	256
29121 through 39520	.0692	15 through 19	18	(144)	288
39521 through 41600	.0769	20	20	(160)	320
41601 through 43680	.0807	21	21	(168)	336
43681 through 45760	.0846	22	22	(176)	352
45761 through 47840	.0885	23	23	(184)	368
47841 through 49920	.0923	24	24	(192)	384
49921 through 52000	.0961	25	25	(200)	400
52001 through 54080	.1000	26	26	(208)	416
54081 through 56160	.1038	27	27	(216)	432
56161 through 58240	.1076	28	28	(224)	448
58241 through 60320	.1115	29	29	(232)	464
60321 and over	.1153	30	30	(240)	480

Effective sixty (60) calendar days after full ratification of this contract, the vacation accrual table will be as follows on a going-forward basis:

Accrual Years/Hours	Vacation Days	Hours per Year	Maximum Hours
Year 0-3 / 0-6,240	12	96	192
Year 4-7 / 6,241-14,560	16	128	256
Year 8-13 / 14,561-27,040	20	160	320
Year 14-18 / 27,041-37,440	23	184	368
Year 19 / 37,440 -39,520	24	192	384
Year 20 / 39,521-41,600	25	200	400
Year 21 / 41,601 – 43,680	26	208	416
Year 22 / 43,681 – 45,760	27	216	432
Year 23 / 45,761 – 47,840	28	224	448
Year 24 / 47,841 – 49,920	29	232	464
Year 25+ - 49,921+	30	240	480

7.4 An employee who is eligible for vacation benefits will accrue vacation from the date of entering City service or the date upon which they became eligible and may accumulate a vacation balance which will never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time will cease at the time an employee's vacation balance reaches the maximum balance allowed and will not resume until the employee's vacation balance is below the maximum allowed.

7.5 Employees may use accumulated vacation leave with pay after completing one thousand forty (1040) hours on regular pay status. Use of accrued vacation leave is subject to approval by the Employer. Effective December 25, 2019, the requirement that the employee must complete one thousand forty (1,040) hours on regular pay status prior to using vacation time will end.

7.6 In the event that the Employer cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to three (3) months if such exception is approved by the Presiding Judge or designee. A notice describing the circumstances and reasons leading to the need for the extension will be filed with the Seattle Human Resources Director. No extension of this grace period will be allowed.

7.7 The minimum vacation allowance to be taken by an employee will be one-half (1/2) of a day or, at the discretion of the Presiding Judge or designee, such lesser fraction of a day as will be approved.

7.8 An employee who leaves the City service for any reason will be paid in a lump sum for any unused vacation they have previously accrued.

7.9 Upon the death of an employee in active service, pay will be allowed for any vacation earned and not taken prior to the death of such employee.

7.10 An employee granted an extended leave of absence which includes the next succeeding calendar year will be paid in a lump sum for any unused vacation they have previously accrued or, at the Employer's option, the employee will be required to exhaust such vacation time before being separated from the payroll.

Where the terms of this Section 7.10 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance will apply.

7.11 Where an employee has exhausted their sick leave balance, the employee may use vacation or personal holiday for further leave for medical reasons. Verification of such usage by the employee's medical care provider is not automatically required when an employee is absent up to two occasions or thirty-two (32) hours in a calendar year and the employee uses vacation and/or personal holiday in lieu of sick leave in a calendar year. Use of vacation and personal holiday in lieu of sick leave beyond two instances or thirty-two (32) hours in a calendar year is subject to verification by the employee's medical care provider. In all other instances, employees must use all accrued vacation prior to beginning a leave of absence, except that employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with leave of absence. Where the terms of this Section 7.11 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance will apply. Nothing in this provision will in any way limit the application of Sections 8.1 and 8.1.1.1 of this Agreement.

7.12 The Presiding Judge will arrange vacation time for employees on such schedules as will least interfere with the functions of the department, but which accommodate the desires of the employee to the greatest degree feasible.

ARTICLE 8 – LEAVES AND VEBA

8.1 Sick Leave – Sick leave will be defined as paid time off from work for a qualifying reason under Article 8.1 of this agreement. Employees will accumulate sick leave credit at the rate of point zero four six (.046) hours for each hour on regular pay status not exceeding 40 hours per week as shown on the payroll. However, if an employee's overall accrual rate falls below the accrual rate required by Chapter 14.16 (Paid Sick and Safe Time Law), the employee will be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of Chapter 14.16. Unlimited sick leave credit may be accumulated. New employees entering City service will not be entitled to use sick leave with pay during the first thirty (30) days of employment but will accrue sick leave credits during such thirty (30) day period. An employee is authorized to use paid sick leave for hours that the employee was scheduled to have worked for the following reasons:

1. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventive care; or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or

2. To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code Chapter 4.24.005 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or

3. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such reason, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210, or

4. Absences that qualify for leave under the Domestic Violence Leave Act, Chapter 49.76 RCW, or

5. The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or

6. The non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for purposes of adoption, including any time away from work prior to or following placement of the child to satisfy legal or regulatory requirements for the adoption.

Sick leave used for the purposes contemplated by Article 8.1.5 and 8.1.6 must end before the first anniversary of the child's birth or placement.

8.1.1 Abuse of paid sick leave or use of paid sick leave not for an authorized purpose may result in denial of sick leave payment and/or discipline up to and including dismissal.

8.1.2 Unlimited sick leave credit may be accumulated.

8.1.3 VEBA

1. RETIREMENT VEBA

Each bargaining unit will conduct a vote to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) to provide post-retirement medical expense benefits to members who retire from City service.

Contributions from Unused Paid Time off at Retirement
(retirement eligible employees only)

A. Eligibility-to-Retire Requirements:
   1. 5-9 years of service and are age 62 or older;
   2. 10-19 years of service and are age 57 or older;
   3. 20-29 years of service and are age 52 or older; or
   4. 30 years of service and are any age

B. The City will provide each bargaining unit with a list of its members who are expected to meet any of the criteria in paragraph A above as of December 31, 2026.

C. If the members of the bargaining unit who have met the criteria described in paragraph A above vote to require VEBA contributions from unused paid time off, then all members of the bargaining unit who are eligible to retire and those who become eligible during the life cycle of this contract will, as elected by the voting members of the bargaining unit:

   1. Contribute 35% of their unused sick leave balance into the VEBA upon retirement; or
   2. Contribute 50% of their unused vacation leave balance into the VEBA upon retirement; or
   3. Contribute both 35% of their unused sick leave balance and 50% of their unused vacation leave balance upon retirement

Following any required VEBA contribution from a member's unused sick leave, the remaining balance will be forfeited; members may not contribute any portion of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan or receive cash.

D. If the members of the bargaining unit who have satisfied the eligibility-to-retire requirements described in paragraph A above as of December 31, 2026 do not vote to require VEBA contributions from unused sick leave, members may either:

1. Transfer 35% of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan, subject to the terms of the Plan and applicable law; or
2. Cash out their unused sick leave balance at 25% to be paid on their final paycheck.

In either case, the remaining balance of the member's unused sick leave will be forfeited.

2. ACTIVE VEBA

Contributions from Employee Wages (All Regular Employees in the bargaining unit)

Each bargaining unit will conduct a vote for all regular employees, as defined in the City's employer personnel manual, to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) for active employees to participate in an Active VEBA. Once they begin participating in the VEBA, employees may file claims for eligible expenses as provided under the terms of the VEBA.

If the bargaining unit votes to require VEBA contributions from employee wages, then all members of the bargaining unit will, as elected by the bargaining unit as to all of its members, make a mandatory employee contribution of one of the amounts listed below into the VEBA while employed by the City:

1. $25 per month, or
2. $50 per month

3. ALLOCATION OF RESPONSIBILITY

The City assumes no responsibility for the tax or other consequences of any VEBA contributions made by or on behalf of any member for either the active or post-retirement options. Each union that elects to require VEBA contributions for the benefit of its members assumes sole responsibility for insuring that the VEBA complies with all applicable laws, including, without limitation, the Internal Revenue Code, and agrees to indemnify and hold the City harmless for any taxes, penalties and any other costs and expenses resulting from such contributions.

4. SABBATICAL LEAVE AND VEBA: Members of a bargaining unit that votes to accept the VEBA **and** who meet the eligible-to-retire criteria are not eligible to cash out their sick leave at twenty-five percent (25%) as a part of their sabbatical benefit. Members who do not meet the eligible-to-retire criteria may cash out their sick leave at twenty-five percent (25%) in accordance with the sabbatical benefit.

8.1.4 Cash payments of unused sick leave may be deferred for a period of one (1) year or less, providing the employee notifies the Department Personnel Office of their desire at the time of retirement. Requests for deferred cash payments of unused sick leave will be made in writing.

8.1.5 Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits will be paid to their designated beneficiary.

8.1.6 Regular or benefits eligible temporary employees who are reinstated or rehired within 12 months of separation in the same or another department after any separation, including dismissal for cause, resignation, or quitting, will have unused accrued sick leave reinstated as required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210.

8.1.7 In order to receive paid sick leave for reasons provided in Article 14.1.1 -14.1.4, an employee will be required to provide verification that the employee's use of paid sick leave was for an authorized purpose, consistent with Seattle Municipal Code Chapter 14.16 and other applicable laws such as RCW 49.46.210. However, an employee will not be required to provide verification for absences of less than four consecutive days.

8.1.8 Conditions Not Covered - Employees will not be eligible for sick leave when:

- Suspended or on leave without pay and when laid off or on other non-pay status.
- Off work on a holiday.
- An employee works during their free time for an employer other than the City of Seattle and their illness or disability arises therefrom.

8.1.8.1 Prerequisites for Payment - The following applicable requirements will be fulfilled in order to establish an employee's eligibility for sick leave benefits.

8.1.8.2 Prompt Notification - The employee will promptly notify the immediate supervisor, by telephone or otherwise, on the first day off due to illness and each day thereafter unless advised otherwise by the immediate supervisor or unless physically impossible to do so. For those absences of more than one day, notification on their first day off with an expected date of return will suffice. The employee will advise the supervisor of any change in expected date of return. If an employee is on a special work schedule, particularly where a relief replacement is necessary when the employee is absent, the employee will notify the immediate supervisor as far as possible in advance of the scheduled time to report for work.

8.1.8.3 Notification While on Paid Vacation or Compensatory Time Off - If an employee is injured or is taken ill while on paid vacation or compensatory time off, they will notify their department on the first day of disability that they will be using paid sick leave. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented for absences greater than three continuous days.

8.1.8.4 Claims to be in 15 Minute Increments - Sick leave will be claimed in 15-minute increments to the nearest full 15-minute increment. A fraction of less than 8 minutes will be disregarded. Separate portions of absence interrupted by a return to work will be claimed on separate application forms.

8.1.8.5 Limitations of Claims - All sick leave claims will be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee will not exceed the employee's sick leave accumulation as shown on the payroll for the pay period immediately preceding their illness or disability. It is the responsibility of their department to verify that sick leave accounts have not been overdrawn; and if a claim exceeds the number of hours an employee has to their credit, the department will correct their application.

8.1.8.6 Rate of Pay for Sick Leave Used - An employee who uses paid sick leave will be compensated at the straight-time rate of pay as required by Seattle Municipal Code 14.16, and other applicable laws, such as RCW 49.46.210. 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. For employees who use paid sick leave hours that would have been overtime if worked, the City will apply requirements of Seattle Municipal Code 14.16 and applicable laws such as RCW 49.46.210. See also Article 5.8 and 5.9.1 for sick leave use and rate of pay for out-of-class assignments and standby duties.

8.1.8.7 Sick Leave Transfer Program - Employees will be afforded the option to transfer and/or receive sick leave in accordance with the terms and conditions of the City's Sick Leave Transfer Program as established and set forth by City Ordinance..

8.1.8.8 Shared Sick Leave Pool - The City will standardized the current sick leave transfer(“donation”) program across all City departments through the following actions:

1. Standardization of:
    a. Forms
    b. Processing templates
    c. FAQs
    d. Interdepartmental donation of sick leave
2. Anonymizing sick leave requests for potential recipients
3. Anonymizing sick leave donations from contributors

The intent of the program is to create a mandatory and uniform system that will function across departments as the established protocol for all sick leave donation requests and donations. The City agrees to perform this standardization using a Labor-Management Committee ("LMC") meeting, which will work in consultation with appropriate subject matter experts ("SMEs"), including but not limited to Seattle Human Resources, FAS Citywide Payroll and Business Systems, ITD HRIS and Race and Social Justice SMEs. The City further agrees to convene the LMC no later than 90 days from execution of this Agreement and to meet no less than monthly on the standardization process beginning in the month following the initial convening of the LMC.

8.2 Bereavement Leave - Regular employees and non-seasonal/non-intermittent temporary employees covered by this agreement will be allowed are allowed forty (40) hours off without salary deduction for bereavement purposes in the event of the death of any relative. Bereavement leave may be used in full day increments or increments of one (1) hour, at the employee's discretion. Bereavement leave must be used within one (1) year; employees may submit for exceptions to this within thirty (30) days (requests that come in after the 30 days will be considered) of the death if they know they will need longer than one (1) year to use leave for that event. This benefit is prorated for less-than full time employees.

For purposes of this Section, "relative" is defined as any person related to the employee by blood, marriage, adoption, fostering, guardianship, in loco parentis, or domestic partnership.

8.2.1 Bereavement Leave may be allowed for bereavement purposes and/or attendance at the funeral of any other relative as allowed by Seattle Municipal Code (SMC) 4.28.020. Such relatives will be determined as close relatives or relatives other than close relatives pursuant to the terms of SMC 4.28.020 for purposes of determining the extent of bereavement leave or sick leave allowable as provided for in Section 8.2. In the event SMC 4.28.020 is repealed in whole or in part by an initiative, the parties will renegotiate this provision in accordance with the terms of Article 21.

8.3 Emergency, Inclement Weather and Natural Disaster Leave - One (1) day or a portion thereof per Agreement year without loss of pay may be taken off subject to approval of the employee's Supervisor and/or Presiding Judge when it is necessary that the employee be immediately off work to attend to one of the following situations either of which necessitates immediate action on the part of the employee:

- The employee's spouse, domestic partner, child, grandparent or parent has unexpectedly become seriously ill or has had a serious accident; or
- If an unforeseen occurrence with respect to the employee's household (e.g. fire, flood, or ongoing loss of power). "Household" will be defined as the physical aspects, including pets, of the employee's residence or vehicle.

- The emergency leave benefit must also be available to the employee in the event of inclement weather or natural disaster within the City limits or within the city or county in which the member resides that makes it impossible or unsafe for the employee to physically commute to their normal work site at the start of their normal shift.

The "day" of emergency leave may be used for separate incidents, in one (1) hour increments. The total hours compensated under this provision, however, will not exceed eight (8) in a contract year.

8.4 Leaves of Absence - Requests for leaves of absence must be made by employees in writing to their manager. Such request will be reviewed and considered under the provisions of Chapter 4.26 of the Seattle Municipal Code (Family and Medical Leave) and Chapter 7 of the Personnel Rules. The Union will be provided a copy of correspondence or forms on which leave of absence requests are approved in writing when the leave extends for more than thirty (30) calendar days without pay.

8.5 Paid Parental Leave - SMC 4.29, Paid Family Care Leave, which includes "Bea's Law" is here by incorporated by reference into this Agreement.

8.6 Jury Leave - Employees called to jury duty will be paid their regular base pay while on jury duty and for other court related reasons as allowed by City Ordinance.

8.7 Sabbatical Leave – Regular employees covered by this Agreement will be eligible for sabbatical leave under the terms of Seattle Municipal Code Chapter 4.33.

8.8 Reinstatement - An employee who goes on leave does not have a greater right to reinstatement or other benefits and conditions of employment than if the employee had been continuously employed during the leave period.

8.9 Pay for Military Deployment

A. A bargaining unit member in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as a City employee will receive the difference between one hundred percent (100%) of their City base pay and their military pay (plus adjustments).

City base pay will include every part of wages except overtime.

B. Pay for Deployed Military - A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted their annual paid military leave benefit and is on unpaid military leave of absence will be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same

conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage will be effective for the duration of the employee's active deployment.

ARTICLE 9 – INDUSTRIAL INJURY OR ILLNESS

9.1 Any employee who is disabled in the discharge of their duties and if such disablement results in absence from their regular duties, will be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.

9.1.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee will be compensated in full for the remaining part of the day of injury without effect to their sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury will be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee will be placed on non-pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in absence from their regular duties (up to a maximum of eighty percent [80%] of the employee's normal hourly rate of pay per day) will be reinstated by Industrial Insurance or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee will thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 9.1. Such compensation will be authorized by the Seattle Human Resources Director or their designee with the advice of such employee's Presiding Judge or designee upon request from the employee. The employee’s request will be supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

9.1.2 In no circumstances will the amount paid under these provisions exceed the normal take-home pay of an employee. This provision will become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.

9.1.3 Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and Court policies and procedures; (2) respond, be available for and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation or the Court concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination. The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) days after notification to the employee. The City's action is subject to the grievance procedure.

9.2 Compensation for holidays and earned vacation falling within a period of absence due to such disability will be at the normal rate of pay but such days will not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 9.1. Disabled employees affected by the provisions of SMC 4.44 will continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 9.1.

9.3 Any employee eligible for the benefits provided by this Ordinance whose disability prevents them from performing their regular duties but, in the judgment of their physician could perform duties of a less strenuous nature, will be employed at their normal rate of pay in such other suitable duties as the Presiding Judge or designee will direct, with the approval of such employee's physician until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

9.4 Sick leave will not be used for any disability herein described except as allowed in Section 9.1.1.

9.5 The afore-referenced disability compensation will be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.

9.6 Appeals of any denials under this Article will be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

9.7 The parties agree either may reopen for negotiation the terms and conditions of this Article.

ARTICLE 10 – PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

10.1 The following will define terms used in this Article:

10.1.1 Probationary Period - A twelve- (12) month trial period of employment following an employee's initial regular appointment within the Civil Service to a budgeted position.

10.1.2 Regular Appointment - The authorized appointment of an individual to a position in the Civil Service.

10.1.3 Trial Service Period/Regular Subsequent Appointment - A twelve- (12) month trial period of employment of a regular employee beginning with the effective date of:

(1) a subsequent, regular appointment from one classification to a different classification;

(2) voluntary reduction, demotion or transfer to a classification that the employee has not successfully completed a probationary or trial service period; or

(3) rehire from a Recall List to a department other than that from which the employee was laid off.

10.1.4 Regular Employee - An employee who has successfully completed a twelve (12) month probationary period and has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause or retirement.

10.1.5 Revert - To return an employee who has not successfully completed their trial service period to a vacant position in the same class and former department (if applicable) from which they were appointed.

10.1.6 Reversion Recall List - If no such vacancy exists to which the employee may revert, they will be removed from the payroll and their name placed on a Reversion Recall List for the class/department from which they were removed.

10.2 Probationary Period/Status of Employee - Employees who are initially appointed to a position will serve a probationary period of twelve (12) months.

10.2.1 The probationary period will provide the department with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the position, and to terminate any employee whose work performance fails to meet the required standards.

10.2.2 An employee will attain regular employee status after having completed their probationary period unless the individual is dismissed under provisions of Section 10.3.

10.3 Probationary Period/Dismissal - An employee may be dismissed during their probationary period after having been given written notice five (5) working days prior to the effective date of dismissal. However, if the Court Management believes the best interest of the Employer requires the immediate dismissal of the probationary employee, written notice of only one (1) full working day prior to the effective date of the dismissal will be required. The reasons for the dismissal will be filed with the Seattle Human Resources Director and a copy sent to the Union.

10.3.1 An employee dismissed during their probationary period will not have the right to appeal the dismissal. When proper advance notice of the dismissal is not given, the employee may enter an appeal for payment of up to five (5) days salary which the employee would have otherwise received had proper notice been given. If such a claim is sustained, the employee will be entitled to the appropriate payment of salary but will not be entitled to reinstatement.

10.4 Trial Service Period - An employee who has satisfactorily completed their probationary period and who is subsequently appointed to a position in another classification will serve a twelve- (12) month trial service period in accordance with Section 10.1.3.

The trial service period will provide the Employer with the opportunity to observe the employee's work and to train and aid the employee in adjustment to the position, and to revert such an employee whose work performance fails to meet required standards.

10.4.1 An employee who has been appointed from one classification to another classification within the same or different department and who fails to satisfactorily complete the trial service period will be reverted to a position within that department in the classification from which they were appointed.

10.4.2 Where no such vacancy exists, such employee will be given fifteen (15) calendar days' written notice prior to being placed on a Reversion Recall List for their former department and former classification and being removed from the payroll.

10.4.3 An employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the Division Director or designee, the employee and the Union prior to expiration of the trial service period and subject to approval by the Presiding Judge. Notice of the decision to extend the trial service period will be filed with the Seattle Human Resources Director.

10.4.4 Employees who have been reverted during the trial service period will not have the right to appeal the reversion.

10.4.5 The names of regular employees who have been reverted for purposes of re-employment in their former department will be placed upon a Reversion Recall List for the same classification from which they were appointed for a period of one (1) year from the date of reversion.

10.4.6 If a vacancy is to be filled in a department and a valid Reversion Recall List for the classification for that vacancy contains the name(s) of eligible employees who have been removed from the payroll from that classification and from that department, such employees will be reinstated in order of their length of service in that classification. The employee who has the most service in that classification will be the first reinstated.

10.4.7 An employee whose name is on a valid Reversion Recall List who accepts employment with the City in another class and/or department will have their name removed from the Reversion Recall List.

10.4.8 If an employee elects not to accept an offer of employment in a position essentially the same that the employee previously held, the employee's name will be removed from the Reversion Recall List and the employee's record will reflect a quit.

10.4.9 A reverted employee will be paid at the step of the range which they normally would have received had they not been appointed to another classification.

10.5 Subsequent Appointments During Probationary Period Or Trial Service Period - If a probationary employee is subsequently appointed in the same classification from one department to another, the receiving department may, with approval of the Seattle Human Resources Director, require that a complete twelve (12) month probationary period be served in that department. If a regular employee or an employee who is still serving a trial service period is subsequently appointed in the same classification from one department to another, the receiving department may, with the approval of the Seattle Human Resources Director, require that a twelve (12) month trial service period be served in that department.

10.5.1 If a probationary employee is subsequently appointed to a different classification in the same or different department, the employee will serve a complete twelve (12) month probationary period in the new classification. If a regular employee is subsequently appointed to a different classification in the same or different department, the employee will serve a complete twelve (12) month trial service period in the new classification.

10.5.2 Within the same department, if a regular employee is appointed to a higher classification while serving in a trial service period, the trial service period for the lower classification and the new trial service period for the higher classification will overlap provided that the higher and lower classifications are in the same or a closely related field. The employee will complete the terms of the original trial service period and be given regular status in the lower classification. Such employee will also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

10.5.3 Within the same department, if a probationary employee is regularly appointed to a higher classification while serving in a probationary period, the probationary period and the new trial service period for the higher classification will overlap provided the higher and the lower classifications are in the same or a closely related field. The employee will complete the term of the original probationary period and be given regular standing in the lower class. Such employee will also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

10.6 The probationary period will be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness, vacations, jury duty and military leaves will not result in an extension of the probationary period. However, if there are excessive absences, the Presiding Judge may extend an employee's probationary period to ensure the equivalent of a full twelve (12) months of actual service. Notice of the decision to extend the probationary period will be filed with the Seattle Human Resources Director.

ARTICLE 11 – TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL

11.1 Transfers - The transfer of an employee will not constitute a promotion except as provided in Section 11.1.2(5).

11.1.1 Intra-departmental Transfers - The Employer may transfer an employee from one position to another position in the same class in their department without prior approval of the Seattle Human Resources Director.

11.1.2 Other transfers may be made upon consent of the Department Head of the departments involved and with the Seattle Human Resources Director's approval as follows:

(1) Transfer in the same class from one department to another.

(2) Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.

(3) Transfer, in lieu of layoff, may be made to a position in the same class to a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular employee or probationer is not displaced. The employee subject to layoff will have this opportunity for transfer provided there is no one on the reinstatement recall list for the same class for that department. If there is more than one employee eligible for transfer in lieu of layoff in the same job title, the employee names will be placed on a layoff transfer list in order of job class seniority. Eligibility to choose this opportunity to transfer is limited to those employees who have no rights to other positions in the application of the layoff language herein, including Section 11.3.4.

The department will be provided with the names of eligible employees and their job skills. The department will fill the position with the most senior employee with the job skills needed for the position. The department may test or otherwise affirm the employee has the skills and ability to perform the work.

An employee on the layoff transfer list who is not placed in another position prior to layoff will be eligible for placement on the reinstatement recall list pursuant to Section 11.4.

(4) Transfer, in lieu of layoff, may be made to a position in another class in the same or a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular employee or probationer is not displaced.

(5) Transfer, in lieu of layoff, may be made to a position in another class when such transfer would constitute a promotion or advancement in the service, provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular employee or probationer is not displaced, and when transfer in lieu of layoff under Section 11.1.2 of this Article is not practicable.

(6) The Seattle Human Resources Director may approve a transfer under Sections 11.1.2 (1), (2), (3), (4), or (5) above with the consent of the appointing authority of the receiving department only, upon a showing of circumstances justifying such action.

(7) Transfer may be made to another similar class with the same maximum rate of pay in the same or a different department upon the Seattle Human Resources Director's approval of a written request by the appointing authority.

11.1.2.1 Employees transferred pursuant to the provisions of Section 11.1.2 will serve probationary and/or trial service periods as may be required in Article 10, Sections 10.5, 10.5.1, 10.5.2, and 10.5.3.

11.1.3 Regular part-time employees will have the first right of refusal for vacant, regular full-time positions in their work unit, provided the positions are to be filled and the employees submit written requests to be considered for the position(s). This option may be exercised only if the vacant, regular full-time positions are within the same job classification and working job title; that is, the job duties of the part-time and full-time positions are the same. The Presiding Judge or designee may refuse to approve a transfer request of an employee who is under written notice that their work performance is not satisfactory. Should two or more part-time employees request the transfer, the Presiding Judge or designee will conduct a competitive process in accordance with existing policies and procedures.

11.2 Voluntary Reduction - A regularly appointed employee may be reduced to a lower class upon their written request stating their reason for such requested reduction, if the request is approved by the Presiding Judge or designee and advance notice is provided to the Seattle Human Resources Director. Such reduction will not displace any regular employee or any probationary employee.

11.2.1 An employee so reduced will be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 11.3.5. Upon a showing that the reason for such voluntary reduction no longer exists, the Presiding Judge or designee may restore the employee to their former status with advance notice to the Seattle Human Resources Director.

11.3 Layoff - Layoff will be defined as the interruption of employment and suspension of pay of any regular or probationary employee because of lack of work, lack of funds or through reorganization. Reorganization when used as a criterion for layoff will be based upon a specific policy decision by legislative authority to eliminate, restrict or reduce functions or funds of a particular department.

11.3.1 Employees within a given class in a department will be subject to layoff in accordance with the following order:

(1) Temporary or intermittent employees not earning service credit;

(2) Probationary employees (except as their layoff may be affected by military service during probation);

(3) Regular employees in order of their length of service, the one with the least amount of service being laid off first.

11.3.2 The Employer may layoff out of the order set forth within Section 11.3.1 for the following reason:

Upon showing by the Court Administrator that the operating needs of the department require a special experience, training, or skill.

11.3.3 The Employer will notify the Union and the affected employee in writing at least two (2) weeks in advance whenever possible, when a layoff is imminent within the bargaining unit. However, in the event of a temporary layoff of less than fifteen (15) days, no advance notice need be provided to either the Union or the laid-off employee.

11.3.4 At the time of layoff, a regular employee or a promotional probationary employee will be given an opportunity to accept reduction to the next lower class in a series of classes in their department or they may be transferred as provided in Section 11.1.2(3). An employee so reduced will be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 11.3.5.

11.3.5 For purposes of layoff, service credit in a class for a regular employee will be computed in that class and will be applicable in the department in which employed as follows:

(1) After completion of the probationary period, service credit will be given for employment in the same, equal or higher class, including service in other departments and will include temporary or intermittent employment in the same class under regular appointment prior to permanent appointment.

(2) A regular employee who receives an appointment to a position exempt from Civil Service will be given service credit in the former class for service performed in the exempt position.

(3) Service credit will be given for previous regular employment of an incumbent in a position which has been reallocated and in which they have been continued with recognized standing.

(4) Service credit will be given for service prior to an authorized transfer.

(5) Service credit will be given for time lost during:

- Jury Duty;
- Disability incurred in line of service;
- Illness or disability compensated for under any plan authorized and paid for by the Employer;
- Service as a representative of a Union affecting the welfare of employees;
- Service with the armed forces of the United States, including but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

11.3.5.1 Service credit for purposes of layoff will not be recognized for the following:

(1) For service of a regular employee in a lower class to which they have been reduced and in which he/she has not had regular standing, except from the time of such reduction.

(2) For any employment prior to a separation from the service other than by a resignation which has been withdrawn within sixty (60) days from the effective date of the resignation and bears the favorable recommendation of the Presiding Judge and is approved by the Seattle Human Resources Director.

(3) For service of a regular employee while in a lower class prior to the time when they were transferred or promoted to a higher class.

11.4 Recall - The names of regular employees who have been laid off or when requested in writing by the Presiding Judge, probationary employees who have been laid off, will be placed upon a reinstatement recall list for the same class and for the department from which laid off for a period of one (1) year from the date of layoff.

11.4.1 Upon request of the Presiding Judge, the Seattle Human Resources Director may approve the certification of anyone on such a reinstatement recall list as eligible for appointment on an open competitive basis in the department requesting certification.

11.4.2 Anyone on a reinstatement recall list who becomes a regular employee in the same class in another department will lose their reinstatement rights in their former department.

11.4.3 Anyone accepting a permanent appointment in the class from which laid off and, in a department, other than that from which they were laid off will not be certified to their former department unless eligibility for that department is restored.

11.4.4 Refusal to accept permanent work from a reinstatement recall list will terminate all rights granted under this Agreement; provided however, no employee will lose reinstatement eligibility by refusing to accept appointment in a department other than the one from which the employee was laid off.

11.4.5 If a vacancy is to be filled in a given department and a reinstatement recall list for the classification for that vacancy contains the names of eligible employees who were laid off from that classification, the following will be the order of certification:

(1) Regular employees from the department having the vacancy in the order of their length of service. The regular employee on such list who has the most service credit will be first reinstated.

(2) Probationary employees laid off from the department having the vacancy without regard to length of service. The names of these probationary employees upon the reinstatement recall list will be certified together.

(3) Regular employees laid off from the same classification in another City department and regular employees on a layoff transfer list. The regular employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 10, Section 10.4 will apply.

(4) Probationary employees laid off from the same classification in another City department and probationers on the layoff transfer list without regard to length of service. The names of these probationary employees upon the reinstatement recall list will be certified together.

The Employer may recall laid-off employees out of the order described above upon showing by the Presiding Judge or designee that the operating needs of the Court require such experience, training or skill. The Union agrees that employees from other bargaining units whose names are on the reinstatement recall list for the same classifications will be considered in the same manner as employees of this bargaining unit provided the Union representing those employees has agreed to a reciprocal right to employees of this bargaining unit. Otherwise, this Section will only be applicable to those positions that are covered by this Agreement.

11.4.5.1 The Employer reserves the right to implement a recall procedure for all employees in the non-uniformed classified service as described in Section 11.4.5, Subparts (1), (2), (3), and (4) on a Citywide basis. In the event and at such time that the Employer implements such a procedure on a Citywide basis, the procedure set forth in Section 11.4.5 will no longer be restricted only to those positions which are covered by this Agreement but will cover all positions within the non-uniformed classified service.

11.4.6 Nothing in this Article will prevent the reinstatement of any regular employee or probationary employee for the purpose of transfer to another department, either for the same class or for voluntary reduction in class as provided in this Article.

11.5 The City agrees to support employees facing layoff by providing the Project Hire program during the term of this Agreement. If a Department is hiring in a position for which the employee is qualified, and if no business reason would otherwise make the employee unsuitable for employment, the employee will be interviewed for the vacancy. This provision does not create any guarantee or entitlement to any position. The Project Hire guidelines apply.

ARTICLE 12 – MEDICAL CARE, DENTAL CARE, LIFE, AND LONG-TERM DISABILITY INSURANCE

12.1 Medical, Dental, and Vision Care - Effective January 1, 2023, the Employer will provide medical, dental, and vision plans (with Kaiser Standard, Kaiser Deductible, Aetna Traditional, Aetna Preventative and Delta Dental of Washington as self-insured plans, and Dental Health Services, and Vision Services Plan) for all regular employees (and eligible dependents) Said plans, changes thereto and premiums will be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established by the parties to govern the functioning of said Committee.

12.1.1 New regular employees will be eligible for benefits the first month following the date of hire (or concurrent if hired on the first working day of the month).

12.1.2 Effective January 1, 1999, a Labor-Management Health Care Committee will be established by the parties. This Committee will be responsible for governing the medical, dental and vision benefits for all regular employees. This Committee will decide whether to administer other City provided insurance benefits.

12.1.3 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this agreement to negotiate the impact will not be to diminish existing benefit levels and/or to shift costs.

12.1.4 The City will pay up to one hundred seven percent (107%) of the average City cost of medical, dental and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above one hundred seven percent (107%) will be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City will pay eighty-five percent (85%) of the excess costs in healthcare and the employees will pay fifteen percent (15%) of the excess costs in healthcare.

12.1.5 Effective January 1, 1999, a Health Care Rate Stabilization Fund will be established for utilization in the second year of the contract and beyond with initial funding in the amount of Three Hundred Thousand Dollars ($300,000). The initial funding will be in addition to any excess premium revenues or refunds that may become available and that are placed in the Rate Stabilization Fund. The Stabilization Fund is dedicated to either enhance medical, dental and vision benefits or help cover related costs.

12.2 Life Insurance - The Employer will offer a voluntary Group Term Life Insurance option to eligible employees. The employee will pay sixty percent (60%) of the monthly premium and the Employer will pay forty percent (40%) of the monthly premium at a premium rate established by the Employer and the carrier. Premium rebates received by the Employer from the voluntary Group Term Life Insurance option will be administered as follows:

12.2.1 Commencing with the signing of this Agreement, future premium rebates will be divided so that forty percent (40%) can be used by the Employer to pay for the Employer's share of the monthly premiums, and sixty percent (60%) will be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employee's share of the monthly premiums or for life insurance purposes otherwise negotiated.

12.2.2 The Employer will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.

12.3 Long Term Disability - The Employer will provide a Long-Term Disability (LTD) insurance program for all eligible employees for occupational and non-occupational accidents or illnesses. The Employer will pay the full monthly premium cost of a base plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first six hundred sixty-seven dollar ($667.00) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum $8,333.00 per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan will be further and more fully defined in the plan description issued by the Standard Insurance Company.

12.3.1 During the term of this Agreement, the Employer may, at its discretion, change or eliminate the insurance carrier for any long-term disability benefits covered by Section 12.3 and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level will remain substantially the same.

12.3.2 The maximum monthly premium cost to the Employer will be no more than the monthly premium rates established for calendar year 2015 for the base plan; provided further, such cost will not exceed the maximum limitation on the Employer's premium obligation per calendar year as set forth within this Section.

12.4 Long Term Care - The Employer may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.

ARTICLE 13 – RETIREMENT

13.1 Pursuant to Ordinance 78444 as amended, all employees will be covered by the Seattle City Employees Retirement System.

13.2 Effective January 1, 2017 consistent with Ordinance No. 78444, as amended, the City will implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

ARTICLE 14 – GENERAL CONDITIONS

14.1 Union Visitation - The Union Representative may, after proper notification to the Court Administrator or the Human Resources Manager, visit the work location of employees covered by this Agreement at any reasonable time during working hours. The Union Representative will limit their activities during such visits to matters relating to this Agreement. Such visits will not interfere with work functions of the department. Court work hours will not be used by employees and/or the Union Representative for the conduct of Union business or the promotion of Union affairs other than stated above.

14.1.1 Where allowable and after prior arrangements have been made, the Employer may make available to the Union, meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the department.

14.2 Union Shop Stewards - Immediately after appointment of its shop steward(s), the Union must furnish the City Director of Labor Relations and the Court Administrator with a list of those employees who have been designated as shop stewards. Failure to do so will result in non-recognition by the Employer of the appointed shop stewards. Such list will also be updated as needed. Shop stewards will be regular full-time employees and will perform their regular duties as such but will function as the Union's representative on the job solely to inform the Union of any alleged violations of this Agreement and process grievances relating thereto. The shop steward will be allowed reasonable time, at the discretion of the Employer, to process contract grievances during regular working hours.

14.2.1 Shop stewards will not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement, but under no circumstances will shop stewards interfere with orders of the Employer or change working conditions.

14.3 Bulletin Board - The Employer will provide bulletin board space for the use of the Union in an area accessible to employees covered by this Agreement; provided however, that said space will not be used for notices which are controversial or political in nature. All material posted by the Union will be officially identified as Public, Professional & Office-Clerical Employees and Drivers, Local Union No. 763.

14.4 Correction of Payroll Errors – In the event it is determined there has been an error in an employee's paycheck, an underpayment will be corrected within two pay periods, and upon written notice an overpayment will be corrected as follows:

A. If the overpayment involved only one paycheck;

1. By payroll deductions spread over two pay periods; or

2. by payments from the employee spread over two (2) pay periods.

B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than Twenty-five Dollars ($25) per pay period.

C. If an employee separates from the Employer's service before an overpayment is repaid, any remaining amount due the Employer will be deducted from their final paycheck(s).

D. By other means as may be mutually agreed between the Employer and the employee. The Union representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

14.5 Investigatory Interviews - When an employee is required by the Employer to attend an interview conducted by the Employer for purposes of investigating an incident which may lead to discipline/discharge of that employee because of that particular incident, the employee will have the right to request that they be accompanied at the investigatory interview by a representative of the Union. If the employee makes such a request, the request will be made to the Employer representative conducting the investigatory interview. The Employer, when faced with such a request, may:

(1) Grant the employee's request, or

(2) Deny the employee's request but, in doing so, stop and/or cancel the investigatory interview.

Any such interview(s) will occur within fifteen (15) working days of the onset of an investigation.

14.5.1 In construing this Section, it is understood that:

(1) The Employer is not required to conduct an investigatory interview before disciplining or discharging an employee.

(2) The Employer does not have to grant an employee's request for Union representation when the meeting between the Employer and the employee is not investigatory, but is solely for the purpose of informing an employee of a disciplinary/discharge decision that the Employer has already made relative to that employee.

(3) The employee must make immediate arrangements for Union Representation when their request for representation is granted. As long as a Union representative is available to attend an investigatory interview, management is not required to postpone the interview to accommodate an employee's request for a specific Union representative.

(4) An employee will attend investigatory interviews scheduled by the Employer at reasonable times and reasonable places.

14.5.1.1 The Court will make every effort to complete disciplinary investigations within ninety (90) calendar days after the Court's discovery of an occurrence that may be grounds for discipline. When a disciplinary investigation cannot be completed within ninety (90) days, the Court will notify the Union of the reasons for needing additional time and the anticipated completion date of the investigation.

14.6 Disciplinary Actions – In order of increasing severity, disciplinary actions that the Court may take against an employee include verbal warning, written warning, suspension, demotion, and/or discharge. Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct.

14.6.1 In cases of suspension, demotion or discharge, the specified charges and duration, where applicable, of the action will be furnished to the employee in writing at the time the action became or becomes effective. An employee may be suspended for just cause pending a demotion or discharge.

14.6.2 A copy of disciplinary action notices involving suspension, demotion, or discharge will be sent to the Union at the time they are issued. However, failure to do so will not negate the disciplinary action.

14.6.3 The parties agree that in their respective roles primary emphasis will be placed on preventing situations requiring disciplinary actions through effective employee/management relations. The primary objective of discipline will be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the Court may take against an employee include:

A. Verbal warning,
B. Written reprimand,
C. Suspension,
D. Demotion, or
E. Termination

14.6.4 Which disciplinary action is taken depends upon the circumstances, including the seriousness of the employee's misconduct.

14.6.5 Provided the employee has received no further or additional discipline in the intervening period, a verbal warning or written reprimand may not be used for progressive discipline after two (2) years other than to show notice of any rule or policy at issue.

14.6.6 Discipline that arises as a result of a violation of workplace policies or City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence will not be subject to Article 14.6.5.

14.7 Career Development - The Employer and the Union agree that employee career growth can be beneficial to both the Employer and the affected employee. As such, consistent with training needs identified by the Employer and the financial resources appropriated therefore by the Employer, the Employer will provide educational and training opportunities for employee career growth. Each employee will be responsible for utilizing those training and educational opportunities made available by the Employer or other institutions for the self-development effort needed to achieve personal career goals.

14.7.1 The Employer and the Union will meet periodically to discuss the utilization and effectiveness of Employer-sponsored training programs and any changes to same which pertain to employees covered by this Agreement. The Employer and the Union will use such meetings as a vehicle to share and to discuss problems and possible solutions to upward mobility of employees covered by this Agreement and to identify training programs available to employees covered by this Agreement.

14.8 Metro Passes – The City will provide a transit subsidy consistent with SMC 4.20.370.

14.8.1 Flexcar Program - If the City intends to implement a flexcar program in a manner that would constitute a benefit for any employee(s) represented by a Union that is a member of the Coalition of City Unions, the parties agree to open negotiations to establish the elements of said program that are mandatory subjects of bargaining prior to program implementation.

14.8.2 Public Transportation and Parking - The City will take such actions as may be necessary so that employee costs directly associated with their City employment for public transportation and/or parking in a City owned facility paid through payroll deduction will be structured in a manner whereby said costs are tax exempt, consistent with applicable IRS rules and regulations. Said actions will be completed for implementation of this provision no later than January 1, 2003.

14.8.3 Parking Past Practice - In exchange for all of the foregoing, the Union hereby acknowledges and affirms that a past practice will not have been established obligating the City to continue to provide employee parking in an instance where employees were permitted to park on City property at their work location if the City sells the property, builds on existing parking sites, or some other substantial change in circumstance occurs. However, the City will be obligated to bargain the impacts of such changes.

14.9 Identification Badges - Picture identification badges may be issued to employees by the Employer, and if so, will be worn in a sensible but conspicuous place on the employee's person. The Employer will pay the replacement fee for a badge that is lost no more frequently than once in any eighteen (18) month period of time. Otherwise, if the badge is lost or mutilated by the employee, there will be a replacement fee of three dollars ($3.00) to be borne by the employee. The cost of replacing the badge damaged due to normal wear and tear will be borne by the Employer and will not be the responsibility of the employee.

14.10 Employee List - Once each calendar year, the Employer will provide the Union, upon its request, a list of employees within the bargaining unit, with the Court hire date, present classification and social security number of each employee.

14.11 Ethics and Elections Commission - Nothing contained within this Agreement will prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics, including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement, and as such, are not subject to the Grievance procedure contained within this Agreement. Records of any fines imposed, or monetary settlements will not be included in the employee's personnel file. Fines imposed by the Commission will be subject to appeal on the record to the Seattle Municipal Court.

14.11.1 In the event the Employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline will apply. No record of the disciplinary recommendations by the Commission will be placed in the employee's personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.

14.12 Ombud/OEO - The Employer and the Union encourage the use of the City's Ombud or resolution (OEO) processes to resolve non-contractual workplace conflicts/disputes. Participation in the program or in an OEO is entirely voluntary and confidential.

14.13 Employee Discretionary Fund – A fund equivalent to twenty-one dollars ($21) per employee per year will be established; provided however, that any unspent fund dollars accumulated during the term of the current Agreement will not carry forward beyond the expiration date of the current Agreement. Such fund will be administered by a bargaining unit labor-management committee for unbudgeted training, equipment and/or other job-related needs.

14.14 Supervisors Files - Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250 and RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employees access to such files.

14.15 Employee Participation in Contract Negotiations – The parties to this Agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective August 18, 2004, employees who participate in bargaining as part of the Union's bargaining team during the respective employee's work hours will remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

1. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations will not be applicable to this provision;

2. No more than an aggregate of one hundred fifty (150) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, will be authorized under this provision;

3. If the aggregate of one hundred fifty (150) hours is exceeded, the Union will reimburse the City for the cost of said employee(s) time, including any associated overtime costs.

14.16 Mileage Reimbursement - An employee who is required by the City to provide a personal automobile for use in City business will be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes. The 2024 reimbursement rate is sixty seven cents (.67₡)for all miles driven in the course of City business.

The cents per mile mileage reimbursement rate set forth above will be adjusted up or down to reflect the current rate.

14.17 Safety Standards – All work will be done in a competent and safe manner, and in accordance with the State of Washington Safety Codes. Where higher standards are specified by the Employer than called for as minimum by state codes, Employer standards will prevail.

14.17.1 At the direction of the Employer, it is the duty of every employee covered by this Agreement to comply with established safety rules, promote safety and to assist in the prevention of accidents. All employees covered by this Agreement are expected to participate and cooperate in the overall Safety program of the Court.

14.17.2 The Employer will provide safe working conditions in accordance with W.I.S.H.A. and O.S.H.A.

14.17.3 Employee-elected members of the departmental safety committee will attend such safety committee meetings with no loss in pay.

14.17.4 The Employer and the Union are committed to maintaining a safe work environment. The Employer and the Union will determine and implement mechanisms to improve effective communications between the Employer and the Union regarding safety and emergency-related information. The Employer will communicate emergency plans and procedures to employees and the Union.

14.17.5 Safety Committee - The Union will be notified in advance and included in any processes that are used to determine employee membership on all departmental, divisional, and sectional Safety Committees. Union notification and engagement protocols will be facilitated through department labor management committees.

14.17.6 Citywide Health and Safety Committee - The Employer and the Coalition of City Unions ("CCU") shall form a City-wide health and safety committee. CCU member unions shall appoint no more than ten (10) members of the committee. The Employer shall appoint a maximum of 10 members to the committee. The committee shall convene at least quarterly. The Parties may meet more frequently by mutual agreement. Departmental Health and Safety Committee: Each City department will form joint safety committees in accordance with WISHA requirements at each permanent work location where there are eleven (11) or more employees. Where there is need, safety

committees may also be formed at division levels, and/or unit levels, however these shall not replace the departmental safety committee.

When setting up safety committee elections, a department will notify the unions represented at that location and the union shall have 14 days to provide the City with a list of union appointed members proportionate to their representation at the location. Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the appropriate Appointing Authority for review and action, as necessary. The Appointing Authority or designee will report follow-up action/information to the Safety Committee.

14.17.7 Employee Workplace Safety - The City shall make reasonable efforts to provide an environment free from violence, harassment and other hazardous conditions When the Union or employee(s) report a hazardous conditions in the City operated workplace, the City shall conduct a risk assessment to identify potential hazards and make efforts to mitigate any findings. Both the risk assessment and mitigation plan will be shared with the impacted labor Unions.

A. Recognizing the health and safety impacts of climate change to workers and the community, City Departments shall follow OSHA/WISHA guidelines and recommendations in order to create written worksite safety plans to prevent heat-related illness and ensure emergency preparedness for employees in the event of extreme outdoor heat.

B. Ergonomic Assessments - At the request of an employee, the Employer will ensure that an ergonomic assessment of the employee's workplace is completed in City facilities. Solutions to identified issues/concerns will be implemented within available resources.

C. Air Quality Assessments - Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with the safety committee section above.

D. Pandemic Health and Safety - The City will follow guidelines as set by the CDC and local Public Health entities with regard to any pandemic or disease outbreak.

14.18 Ethical Standards for Court Employees - The Court and the Union recognize that the holding of employment in the court system is a position of public trust. The Court is a unique organization. By definition we are an institution that stands for laws, accountability and consistency. To this point, more than other workplaces, the court can only employ individuals who demonstrate the highest standards of honesty, integrity and ethics. Thus, all court employees must observe the highest standards of ethical conduct as outlined by the Seattle Municipal Court's Code of Conduct and the City of Seattle's Code of Ethics. Regardless of bargaining unit status, all employees are expected to carry out their duties professionally and with a high level of integrity.

14.19 Criminal Background Investigations - In accordance with past practice, the Court will conduct background checks upon hiring of all employees. Employment will be contingent on the results of such background check. If the background investigation on any newly hired employee reveals any record of arrest or conviction, the Court will address the matter in accordance with established Court policy and Criminal Justice Information System (CJIS) requirements.

In addition, the Court will conduct background investigations of all employees every three years. If the background investigation on an employee reveals any record of arrest or conviction, the Court will address the matter in accordance with established Court policy and Criminal Justice Information System (CJIS) requirements.

If the Court places an employee on a non-disciplinary unpaid leave solely because they have been denied access to the CJIS system and pending a just cause determination, the Court will not challenge any unemployment compensation claim filed by the employee unless and until the Court decides to take disciplinary action.

14.20 The Union and the City agree to the following:

A. For the duration of this agreement, the City and the Coalition agree to re-open each collective bargaining agreement, upon receipt by a Coalition Union of a demand by the City, for the following mandatory subjects of bargaining: A re-opener on impacts associated with the Affordable Care Act;

B. Changes arising from or related to the Washington Paid Family and medical Leave Program (Title 50A RCW) including, but not limited to, changes to the City's current paid leave benefit which may arise as a result of final rulemaking from the State of Washington, which may include changes to the draw down requirements associated with the City's Paid Family and Parental Leave programs.

C. For the duration of the agreement, the Coalition agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts.

D. For the duration of the agreement, the Coalition agrees to open negotiations to modify Personnel Rule 10.3.3 to include current employees in the City's criminal background check policy.

14.21 Change Team - No later than sixty (60) days after the full ratification of this Agreement, Parties agree to initiate interest-based bargaining (IBB) on the subject of Change Team co-lead compensation, workload balance, and workplace protections. The Parties further agree that both the Director of Human Resources or designee(s), equal numbers of management and labor representatives and up to six (6) members of department Change Teams will be members of the IBB negotiation team. Upon completion of IBB, the Parties may agree by mutual consent to reopen this Agreement to incorporate agreed upon language. The Parties acknowledge that any new or modified language developed in IBB may need parameter approval from the LRPC and adoption by the Seattle City Council in order to be enforceable.

14.22 Dependent Care Task Force - The City and the Coalition of City Unions recognize a common interest in supporting employees by increasing access to safe, affordable, and quality dependent care services.

To meet this interest, the Parties will convene a joint Task Force to study options for a possible child and dependent care benefit program, including the possibility of a multi-employer dependent care voucher program. The joint Task Force shall be made up of equal numbers of labor representatives and representatives of the City.

The Task Force assessment should include an analysis of the need for dependent care by City employees, affordability, quality, location of child and adult care providers, and the administrative infrastructure needed to oversee the program. The assessment should also include an analysis of the costs and benefits of a dependent care benefit program and possible revenue sources such as the potential excess Health Insurance Rate Stabilization Fund. By mutual agreement, the Task Force may consult with outside experts to help with the assessment.

The Task Force shall provide a written report, with its analysis and recommendations, no later than end of year 2024.

ARTICLE 15 – LABOR-MANAGEMENT COMMITTEES

15.1 Labor-Management Committee - The Employer and the Union will establish a joint Labor-Management Committee consisting of five (5) representatives of the Union, including the Business Representative, and five (5) representatives of the Employer, including the Director of Labor relations or their representative. The purpose of this Committee will be to deal with matters of general concern to the Union and the Employer, as opposed to individual complaints of employees; provided however, the Labor-Management Committee will function in a consultive capacity and will not be considered a collective bargaining forum nor a decision-making body. Either the Union representatives or the Employer representatives may initiate a discussion of any subject of a general nature affecting employees covered by this Agreement. The party requesting a meeting will do so in writing listing the issues to be discussed.

15.2 Labor-Management Leadership Committee - The Labor-Management Leadership Committee will be a forum for communication and cooperation between labor and management to support the delivery of high-quality, cost-effective service to the citizens of Seattle while maintaining a high-quality work environment for City employees. The management representatives to the Committee will be determined in accordance with the Labor-Management Leadership Committee Charter. The Coalition of City Unions will appoint a minimum of six (6) labor representatives and a maximum equal to the number of management representatives on the Committee. The Co-Chairs of the Coalition will be members of the Leadership Committee.

15.3 Employment Security - Labor and management support continuing efforts to provide the best service delivery and the highest quality service in the most cost effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing work place issues, including administrative and service delivery productivity, efficiency, quality controls, and customer service. Labor and management agree that in order to maximize participation and results from the Employee Involvement Committees ("EICs"), no one will lose employment or equivalent rate of pay with the City of Seattle because of efficiencies resulting from an EIC. In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate their rights under this employment security agreement

15.4 Sick Leave Donation Program – A Labor Management Committee will be established for the purpose of proposing rules and procedures for a new program. The LMC will convene to develop consistent, transparent and equitable proposals for processes across all departments within the City. The LMC will also explore proposals to lower the minimum leave bank required to donate sick leave and permit donation of sick leave upon separation from the City. The LMC must consult with the Office of Civil Rights to ensure compliance with the City's Race and Social Justice Initiative. Once the LMC has developed its list of proposals, the City and Coalition of City Unions agree to reopen each contract on this subject.

15.5 Shared Sick Leave Pool - The City will standardized the current sick leave transfer("donation") program across all City departments through the following actions:

1. Standardization of:
    a. Forms
    b. Processing templates
    c. FAQs
    d. Interdepartmental donation of sick leave
2. Anonymizing sick leave requests for potential recipients
3. Anonymizing sick leave donations from contributors

The intent of the program is to create a mandatory and uniform system that will function across departments as the established protocol for all sick leave donation requests and donations. The City agrees to perform this standardization using a Labor-Management Committee ("LMC") meeting, which will work in consultation with appropriate subject matter experts ("SMEs"), including but not limited to Seattle Human Resources, FAS Citywide Payroll and Business Systems, ITD HRIS and Race and Social Justice SMEs. The City further agrees to convene the LMC no later than 90 days from execution of this Agreement and to meet no less than monthly on the standardization process beginning in the month following the initial convening of the LMC.

15.6 Supplemental Leave Pay Utilization (SPFML) - Employees receiving SPFML may use any of their accrued paid and/or granted leave ("leave") to supplement the SPFML benefit payment, up to 100% of their weekly salary paid by the City of Seattle. The use of such leave to augment the SPFML benefit shall be called "supplemental leave pay." Use of Leave by an employee to supplement SPFML is strictly voluntary. The City cannot require an employee to use accrued leave to supplement SPFML benefits.

Supplemental Leave Pay Utilization Process:

1. Leave for the purposes of this proposal, is defined as all accrued and/or granted leave as set forth and defined in the City of Seattle Municipal Code Title 4 (Personnel) Sections 4.24 through 4.34 (vacation, sick leave, floating, merit, comp time, executive, etc.).

2. Supplemental leave pay may be accessed starting the first pay period after the City has received the final SPFML claim determination notice from the Washington State Employment Security Department ("ESD").

3. Supplemental Leave Supplemental leave can be used by employees based on the date range signified in the SPFML eligibility letter. For instances in which that date has passed, employees can submit time sheet correction requests to add the use of supplemental leave, as defined above. No time sheet corrections or reactivity shall be applied to any date or SPFML prior to the execution of this Agreement.

4. The use of supplemental leave to "top-up" an employee's SPFML benefit shall not exceed the amount of accrued and/or granted leave the employee has available in their balances.

5. The use of accrued and/or granted paid leave to supplement the SPFML benefit will be available in 15 minute increments, except for when the accrued and/or granted paid Leave the employee requests to be used to supplement the SPFML must be used in full day increments as specified by a given collective bargaining agreement or by City code or Personnel rules (e.g. personal holidays), and then shall be only available in full-day increments.

6. An employee must have already accrued the paid/granted leave they seek use for the pay period in which they seek to use it.

7. It is the employee's responsibility for determining whether they have the accrued and/or granted leave they seek to use in a given pay period to supplement the SPFML.

ARTICLE 16 – WORK STOPPAGES AND JURISDICTIONAL DISPUTES

16.1 Work Stoppages - The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all Employer services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement will not cause or engage in any work stoppage, strike, slow down or other interference with Employer functions. Employees covered by this Agreement who engage in any of the foregoing actions may be subject to such disciplinary actions as may be determined by the Employer.

16.2 Jurisdictional Disputes - Any jurisdictional dispute which may arise between any two (2) or more labor organizations holding current collective bargaining agreements with the Employer will be settled in the following manner:

(1) A Union which contends a jurisdictional dispute exists will file a written statement with the Employer and other affected Unions describing the substance of the dispute.

(2) During the thirty (30) day period following the notice described in Section 16.2 (1), the Unions along with representatives of the Employer will attempt to settle the dispute among themselves, and if unsuccessful, will request the assistance of the Washington State Public Employment Relations Commission.

ARTICLE 17 – RIGHTS OF MANAGEMENT

17.1 The right to hire, promote, discipline and discharge for just cause, improve efficiency, and determine the work schedules and location of the Employer's headquarters are examples of management prerogatives. The Employer retains its right to manage and operate its departments except as may be limited by the express provisions of this Agreement.

17.2 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the Employer, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the Employer's right to determine the methods, processes and means of providing municipal services; the right to increase, diminish or change operations, in whole or in part; the right to determine municipal equipment, including the introduction of any and all new, improved or automated methods or equipment; and the assignment of employees to a specific job within the bargaining unit in accordance with their job classification or title.

17.3 The Union recognizes the Employer's right to establish and/or revise performance evaluation system(s). Such system(s) may be used to determine acceptable performance levels, prepare work schedules and measure the performance of employees. In establishing new and/or revising existing evaluation system(s), the Employer will meet prior to implementation with the Labor-Management Committee to jointly discuss such performance standards.

17.4 The Employer agrees that performance standards will be reasonable.

17.5 The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for bargaining unit work on a short-term, temporary basis under the following guidelines: (1) required expertise is not available within the City work force, or (2) the occurrence of peak loads above the work force capability.

Determination as to (1), or (2) above will be made by the Presiding Judge, Prior to approval by the Presiding Judge to contract out work under this provision, the Union will be notified thirty (30) days prior to the start of any new contract or as soon as the department is aware of the need to contract the work. The Presiding Judge will make available to the Union upon request :

1. A detailed justification for the proposed contracting;
2. A labor force analysis demonstrating why the current workforce cannot complete the work;
3. The location where the work will be performed;
4. A description of the work to be contracted;
5. The estimated duration and amount of the contract;

6. The intended start date; and
7. The date the work must be completed, if applicable.

The City will, during its budget process, review the use of contractors in the terms of nature of work, the duration, and the number of hours of contractor work being performed in conjunction with effected union(s). Based on the review, if the City and Union(s) determine(s) there is an ongoing need, the parties will, in good faith, collaboratively determine whether the circumstances warrant the proposal of additional regular positions.

The Union may grieve contracting out for work as described herein, if such contract involves work normally performed by employees covered by this Agreement.

ARTICLE 18 – SUBORDINATION OF AGREEMENT

18.1 The parties hereto and the employees of the Employer are governed by the provisions of applicable federal law, state law, and the City Charter. When any provision thereof conflicts with the provisions of this Agreement, the provisions of said federal law, state law, or City Charter are paramount and will prevail.

18.2 The parties hereto and the employees of the Employer are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE 19 – ENTIRE AGREEMENT

19.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement will add to or supersede any of its provisions.

19.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically referred to or covered in this Agreement.

ARTICLE 20 – GRIEVANCE PROCEDURE

20.1 Any dispute between the Employer and the Union concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement will be deemed a contract grievance.

An employee at any time may present a grievance to the City and have such grievance adjusted without the intervention of the Union, if the adjustment is not inconsistent with the expressed terms of this Agreement and if the Union has been given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance.

20.1.1 Reclassification grievances will be processed per Section 20.10.

20.1.2 Grievances regarding suspension, demotion, and termination must be filed at Step 3 of the grievance procedure within thirty (30) calendar days of the Union's receipt of the discipline letter.

20.2 A contract grievance in the interest of a majority of the employees in the bargaining unit will be reduced to writing by the Union and may be introduced at Step 2 of the contract grievance procedure within thirty (30) calendar days of the alleged violation.

20.3 As a means of facilitating settlement of a contract grievance, either party may include an additional member at its expense on its committee. If at any Step in the contract grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.

20.4 Failure by an employee or the Union to comply with any time limitation of the procedure in this Article will constitute withdrawal of the grievance; provided however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

20.5 Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.

20.6 A contract grievance will be processed in accordance with the following procedure:

20.6.1 Step 1 - A contract grievance will be verbally presented by the Union representative to the Manager of the aggrieved employee within twenty (20) business days of the alleged contract violation. The parties will make every effort to settle the contract grievance at this stage promptly. The Manager will verbally answer the grievance within ten (10) business days after discussion of the alleged contract grievance with the Union representative. If the grievance was presented by the employee, the Manager will also provide the Union with notification of the response to the grievance.

20.6.2 Step 2 - If the contract grievance is not resolved as provided in Step 1, or if the contract grievance is initially submitted at this Step pursuant to Section 20.2, it will be reduced to written form, which will include identification of the Section(s) of the Agreement allegedly violated and the violation. The Union will forward the written contract grievance to the Division Director with copies to the Court Administrator and Court Human Resources Manager within ten (10) business days after the Step 1 answer.

With Mediation

At the time the aggrieved employee and/or the Union Representative submits the grievance to the Division Director, the Union or the aggrieved employee or the Division Director may submit a written request for voluntary mediation assistance, with a copy to the Office of the Employee Ombud (OEO) Coordinator, the City Director of Labor Relations and the Union Representative. If the OEO Coordinator determines that the case is in line with the protocols and procedures of the OEO process, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, the OEO Coordinator or their designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Union Representative and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties will sign. An executed copy of the settlement agreement will be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union Representative. The relevant terms of the settlement agreement will be provided by the parties to the department's designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the Division Director and the Union Representative will be so informed by the OEO Coordinator.

The parties to a mediation will have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the collective bargaining agreement or to create a precedent regarding the interpretation of the collective bargaining agreement or to apply the settlement agreement to any circumstance beyond the explicit dispute applicable to said settlement agreement.

If the grievance is not resolved through mediation, the Division Director and/or their designee will thereafter convene a meeting within ten (10) business days after receipt of notification that the grievance was not resolved through mediation between the Union Representative and aggrieved employee, together with the Human Resources Manager, Section Manager and any other members of management whose presence is deemed necessary to a fair consideration of the alleged contract grievance. The

Division Director and/or their designee will give a written answer to the Union within ten (10) business days after the contract grievance meeting.

Without Mediation

The Division Director and/or their designee will thereafter convene a meeting within ten (10) business days between the Union Representative and aggrieved employee, together with the Court Administrator, Section Manager and any other members of management whose presence is deemed necessary to a fair consideration of the alleged contract grievance. The Division Director and/or their designee will give a written answer to the Union within ten (10) business days after the contract grievance meeting.

20.6.3 Step 3 - If the contract grievance is not resolved as provided in Step 2, the written contract grievance defined in the same manner as provided in Step 2, will be forwarded within ten (10) business days after the Step 2 answer to the City Director of Labor Relations and the Court Administrator, with copies to the Court Human Resources Manager and the Division Director. The City Director of Labor Relations and the Court Administrator will determine which entity, the Court or the City, has authority to resolve the grievance at Step 3. The Court and the City will resolve any conflict over which entity has authority to resolve a grievance in accordance with the Letter of Agreement between the Court and the City dated December 10, 2004, a copy of which has been provided to the Union. The timelines for Step 3 will be extended for up to 30 days, if necessary, to resolve any such conflict.

Mediation can be requested at Step 3 in the same manner as outlined in Step 2. The grievance must be filed in the time frame specified in Step 3 and responded to in the time frame specified in Step 3 after receipt of notification from the OEO Coordinator that the grievance was not resolved through mediation.

For grievances under City authority, the Director of Labor Relations or their designee will investigate the alleged contract grievance and, if deemed appropriate, they will convene a meeting between the appropriate parties within ten (10) business days. They will thereafter make a confidential recommendation to the Presiding Judge who will, in turn, give the Union an answer in writing ten (10) business days after receipt of the contract grievance or the meeting between the parties, with a copy going to the Labor Relations Director.

For grievances under Court authority, the Court Administrator or their designee will investigate the alleged contract grievance and, if deemed appropriate, they will convene a meeting between the appropriate parties within ten (10) business days. The Court Administrator will thereafter give the Union an answer in writing ten (10) business days after receipt of the contract grievance or the meeting between the parties.

20.6.4 Step 4 – Grievances under City Authority. If the contract grievance is not settled in Step 3, the Union may submit any grievance under City authority to arbitration within twenty (20) business days after the Employer's answer in Step 3. All grievances under Court authority are covered under Section 20.6.5 below.

Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to binding arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of notification from the OEO Coordinator that the grievance was not resolved in mediation.

The notice of arbitration will be filed with the City Director of Labor Relations with copies to the Court Administrator, Presiding Judge and Court Human Resources Manager, and will include the following information:

- Identification of Section(s) of Agreement allegedly violated.
- Nature of the alleged violation.
- Question(s) which the arbitrator is being asked to decide.
- Remedy sought.

Within ten (10) business days thereafter, the City Director of Labor Relations or their designee will schedule a meeting or confer with the Union to select an arbitrator. If the Employer and the Union are unable to agree upon an arbitrator within five (5) business days after they first meet to determine such an appointee, the Union will request the Federal Mediation and Conciliation Service (FMCS) to provide a list of nine (9) arbitrators from which the parties may select one.

20.6.5 Step 4 – Grievances under Court Authority. If the contract grievance is not settled in Step 3, the Union may submit the grievance to arbitration within twenty (20) business days after the Employer's answer in Step 3.

Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of notification from the OEO Coordinator that the grievance was not resolved in mediation.

The notice of arbitration will be filed with the City Director of Labor Relations and the Court Administrator, with copies to the Presiding Judge and Court Human Resources Manager, and will include the following information:

- Identification of Section(s) of Agreement allegedly violated.
- Nature of the alleged violation.
- Question(s) which the arbitrator is being asked to decide.
- Remedy sought.

Within ten (10) business days thereafter, the City Director of Labor Relations or their designee will schedule a meeting or confer with the Union to select an arbitrator. If the Court and the Union are unable to agree upon an arbitrator within five (5) business days after they first meet to determine such an appointee, the Union will request the Public Employment Relations Commission (PERC), Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association to provide a list of nine (9) arbitrators from which the parties may select one.

20.7 The parties will abide by the award made in connection with any arbitrable difference. There will be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration.

20.8 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood that:

20.8.1 The arbitrator will have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement, and his power will be limited to interpretation or application of the express terms of this Agreement, and all other matters will be excluded from arbitration.

20.8.2 The decision of the arbitrator regarding any arbitrable difference will be final, conclusive and binding upon the Employer, the Union and the employees involved.

20.8.3 The cost of the arbitrator will be borne equally by the Employer and the Union. Each party will bear the cost of presenting its own case.

20.8.4 The arbitrator's decision will be made in writing and will be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.

20.9 In no event will this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance or Law; provided however, disciplinary action may be processed through the contract grievance procedure; provided further, an employee covered by this Agreement must upon initiating objections relating to disciplinary action use either the contract grievance procedure contained herein (with the Union processing the grievance) or pertinent Civil Service procedures regarding disciplinary appeals. In the event both a contract grievance and a Civil Service Commission appeal have been filed regarding the same disciplinary action, only upon withdrawal of the Civil Service Commission appeal may the grievance be pursued under this contract grievance procedure.

20.10 A reclassification grievance will be initially submitted by the Union in writing to the Director of Labor Relations with a copy to the Court Administrator, and the Court Human Resources Manager. The Union will identify in the grievance letter the name(s) of the grievant(s), their current job classification, the proposed job classification, and any other relevant information that will explain why the position should be reclassified. After initial submittal of the grievance, the procedure will be as follows:

(1) The grievant(s) will be required to submit a completed Position Description Questionnaire (PDQ) to the Director of Labor Relations within ninety (90) calendar days of the filing of the grievance. If the PDQ is not submitted within ninety (90) calendar days the grievance will be deemed withdrawn. Upon receipt of the PDQ, the Director of Labor Relations or designee will notify the Union of such receipt and will provide a date (not to exceed six (6) months from the date of receipt of the PDQ) when a proposed classification determination report responding to the grievance will be sent to the Union. The Director of Labor Relations will provide notice to the Union when, due to unforeseen delays, the time for the classification review will exceed the six (6) month period.

(2) The Court Administrator, upon receipt of the proposed classification determination report from the Director of Labor Relations, will respond to the grievance in writing.

(3) If the grievance is not resolved, the Union may within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution:

A. The Union may submit the grievance to binding arbitration per Section 20.6.4, or

B. The Union may request the classification determination be reviewed by the Classification Appeals Board. The Classification Appeals Board will then convene a hearing and the Board will make a recommendation to the Seattle Human Resources Director within forty-five (45) calendar days of the appeal hearing. The Director of Labor Relations or designee will respond to the Union after receipt of the Seattle Human Resources Director's determination. If the Seattle Human Resources Director affirms the Classification Board recommendation, that decision will be final and binding and not subject to further appeal. If the Seattle Human Resources Director does not affirm the Classification Appeals Board decision and the grievance is thereby not resolved, the Union may submit the grievance to arbitration per Section 20.6.4.

20.11 Property Interest Discipline Grievance

A. The burden of proof in disciplinary procedures shall be upon the City.

B. Where an appointing authority or their designee imposes or intends to impose property level discipline a preliminary notice of discipline shall be given to the employee. This preliminary notice of discipline shall contain (a) charges; (b) general description of the alleged acts and/or conduct upon which the charge is based and (c) the penalty to be imposed. A copy of the preliminary notice of discipline shall be concurrently provided to the local Union office. Upon request of the Union, the City shall provide a complete copy of the investigation files in advance of any Loudermill hearing requested in advance of issuing the formal discipline. The Union may also request a meeting to review the investigation file with the City's investigator. And Labor Relations. Both requests must be made timely, may not unduly delay the City's disciplinary processes.

ARTICLE 21 – TEMPORARY EMPLOYMENT

21.1 Temporary workers in the following types of assignments will cease receiving premium pay at the time indicated and begin receiving wage progression and benefits as provided in SMC 4.20.055 D:

A temporary assignment is defined as one of the following types:

1. Position Vacancy - An interim assignment for up to one (1) year to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent.

2. Incumbent Absence - An interim assignment for up to one (1) year to perform work associated with a regularly budgeted position when the incumbent is temporarily absent.

3. Less than half-time assignment - For seasonal, on-call, intermittent or regularly scheduled work that may be ongoing or recur from year to year but does not exceed one thousand forty (1,040) hours per year except as provided by Personnel Rule 11.

4. Short-term assignment - An assignment of up to one (1) year to perform work in response to emergency or unplanned needs such as peak workload, special project, or other short-term work that does not recur and does not continue from year to year.

5. Term-limited assignment - An assignment to perform time-limited work of more than one (1) but not more than three (3) years for:

    a. Special time-limited project work that is clearly outside the routine work performed in the department and that requires skills and qualifications that are not typically used by the department; or

    b. Replacement of a regularly appointed employee who is assigned to special term-limited project work.

    c. Replacement of a regularly appointed employee whose absence of longer than one (1) year is due to disability time loss, military leave of absence, or authorized leave of absence for medical reasons.

21.1.1 Interim and short term assignments after one thousand forty (1,040) regular straight time hours for the remainder of the assignment unless the Seattle Human Resources Director determines that the assignment will terminate so imminently that the benefits package would be of minimal value to the worker.

21.1.2 Term-limited assignments starting with the first day and for the duration of the assignment.

21.1.3 Any assignment that the Presiding Judge has proposed be converted to regular position authority regardless of the number of hours worked.

21.2 All provisions expressed in Chapter 11.0 of the Personnel Rules will govern the utilization and management of temporary assignments except where they are inconsistent with the expressed terms of the collective bargaining agreement.

21.3 Temporary Employment - Temporary employees will be exempt from all provisions of this Agreement except Article 21, Temporary Employment; Article 3; 5.1.2; 5.4;8.1,8.1.8.7; 8.2; 8.8 and Article 20, Grievance Procedure; provided however, temporary employees will be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section. Where the provisions in Personnel Rule 11 do not conflict with the expressed provisions of this Agreement, the Personnel Rule 11 will apply and be subject to the grievance procedure as provided for in Article 20.

21.3.1 Temporary employees who are not in benefits-eligible assignments will be paid for all hours worked at the first Pay Step of the hourly rates of pay set forth within the appropriate Appendix "A" covering the classification of work in which they are employed. Temporary employees who are in a benefits-eligible assignment will receive step increases consistent with Article 4.3.1., 4.3.4, and 4.3.5.

21.3.2 Temporary Employee Premium Pay for Employees Who are not in Benefits-Eligible Assignments - Each temporary employee will receive premium pay as hereinafter set forth based upon the corresponding number of cumulative non-overtime hours worked by the temporary employee unless the employee is in a benefits-eligible assignment:

0001st hour through 0520th hour.....05% premium pay

0521st hour through 1040th hour.....10% premium pay

1041st hour through 2080th hour.....15% premium pay (If an employee worked 800 hours or more in the previous 12 months, he/she will receive 20% premium pay)

2081st hour + ...20% premium pay (If an employee worked 800 hours or more in the previous 12 months, he/she will receive 25% premium pay)

The appropriate percentage premium payment will be applied to all gross earnings.

21.3.2.1 Once a temporary employee reaches a given premium level, the premium will not be reduced for that temporary employee as long as the employee continues to work for the Employer without a voluntary break in service as set forth within Section 21.3.8. Non-overtime hours already worked by an existing temporary employee will apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the Employer may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.

21.3.2.2 The premium pay in Section 21.3.2 does not include either increased vacation pay due to accrual rate increases or the Employer's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage will be added on to the premium pay percentages for the temporary employee to whom it applies.

21.3.2.3 Cumulative sick leave with pay computed at the same rate and with all benefits and conditions required by Seattle Municipal Code Chapter 14.16 and other applicable laws, such as RCW 49.46.210 will be granted to all temporary employees not eligible for fringe benefits pursuant to Seattle Municipal Code subsection 4.20.055(C).

21.3.3 Employee Medical And Dental Eligibility for Temporary Employees Who are not in Benefits-Eligible Positions - Once a temporary employee has worked at least one thousand forty (1040) cumulative non-overtime hours and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, they may within ninety (90) calendar days thereafter elect to participate in the Employer's medical and dental insurance programs by agreeing to pay the required monthly premium. To participate the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or the Employer, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. After meeting the hours worked requirement, a temporary employee will also be allowed to elect this option during any subsequent open period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion will be dropped from Employer medical and dental coverage and will not be able to participate again while employed by the Employer as temporary. If a temporary employee's hours of work are insufficient for their pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

21.3.4 Holiday Work for Non-Benefits Eligible Temporary Employees - A temporary employee who works on any of the specific calendar days designated by the Employer as paid holidays will be paid at the rate of one and one-half (1 1/2) times his/her regular straight-time hourly rate of pay for hours worked during their scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1 1/2) times the employee's regular straight-time rate of pay will apply to those temporary employees who work on the weekend day specified as the holiday.

21.3.5 A temporary employee who is scheduled to work regularly or on and off throughout the year and who has worked two thousand eighty (2080) cumulative non-overtime hours without a voluntary break in service and who has also worked eight hundred (800) non-overtime hours or more in the previous twelve (12) months, may request an unpaid leave of absence not to exceed the amount of vacation time they would have earned in the previous year if they had not received vacation premium pay in lieu of annual paid vacation. Where such requests are made, the timing and scheduling of such unpaid leaves must be agreeable to the Court. The leave will be handled in a manner similar to the scheduling of vacation for regular employees. This provision will not be applicable in cases where a temporary employee accrues vacation time rather than premium pay as set forth within Section 21.3.7.

21.3.6 Except for paid sick leave, premium pay set forth within Section 21.3.2 will be in lieu of the base level of vacation and all other fringe benefits, such as, holiday pay, bereavement leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 21.3.2.2, 21.3.3, and 21.3.4. Further, temporary employees will be eligible for shift pay differential set forth in Section 5.10.1; and overtime meal reimbursement set forth in Section 5.7 (effective upon ratification of this agreement by both parties).

21.3.7 The Employer may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the Union, provide all fringe benefits covered by the premium pay set forth within Section 21.3.2 to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 21.3.2 will no longer be applicable to that particular group of temporary employees. The Employer, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the Union, provide paid vacation and/or sick leave benefits to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees without providing other fringe benefits and in such event the premium pay in Section 21.3.2 will be reduced by a percentage amount equivalent to the value of vacation benefits. The applicable amount for base-level vacation will be recognized as four-point eight one percent (4.81%) which could be higher dependent upon accrual rate increases.

The Employer will not use this option to change to and from premiums and benefits on an occasional basis. The Employer may also continue to provide benefits in lieu of all or part of the premiums in Section 21.3.2 where it has already been doing so and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

21.3.8 The premium pay provisions set forth within Section 21.3.2 will apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service will be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one year (12 months or 26 pay periods) it will be presumed that the employee's break in service was voluntary.

21.3.9 The Employer may work temporary employees beyond one thousand forty (1040) regular hours within any twelve (12) month period; provided however, the Employer will not use temporary employees to supplant permanent positions. The Employer will not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 21.3.2, or solely to avoid considering creation of permanent positions.

21.3.9.1 In the event that an interim assignment of a temporary employee to a vacant regular position accrues more than one thousand five hundred (1500) hours or accumulates hours in eighteen (18) or more consecutive pay periods, the City will notify the union that a labor-management meeting will take place within two (2) weeks for the purpose of discussing the status of filling the vacant position prior to one (1) year.

21.3.10 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a permanent position without a voluntary break in service greater than thirty (30) days will have their time worked counted for purposes of salary step placement (where appropriate). In addition, a temporary employee who is in a term-limited assignment will receive service credit for layoff purposes if the employee is immediately hired (within thirty (30) business days without a break in service) into the same job title and position after the term is completed.

21.3.11 Temporary employees covered by this Agreement are eligible to apply for all positions advertised internally.

ARTICLE 22 – SAVINGS CLAUSE

22.1 If an Article of this Agreement or any Addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and Addenda will not be affected hereby, and the parties will enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article.

ARTICLE 23 – TERM OF AGREEMENT

23.1 All terms and provisions of this Agreement will become effective on January 1, 2023, or upon the signature date, whichever is later, unless otherwise specified elsewhere within this Agreement, and will remain in full force and effect through December 31, 2026. Any modifications requested by either party must be submitted to the other party on the first date mutually agreed upon to begin negotiations of a successor agreement and any modifications requested at a later date will not be subject to negotiations unless mutually agreed upon by both parties.

23.1.1 Notwithstanding the provisions of Section 23.1, in the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms and provisions of this Agreement will continue to remain in full force and effect during the course of collective bargaining until such time as the terms of a new Agreement have been consummated or unless, consistent with RCW 41.56.123, the City serves the Union with ten (10) days' written notice of intent to unilaterally implement its last offer and terminate the existing Agreement.

The Mayor hereby agrees only to those provisions that are related to wages and wage-related benefits. The Presiding Judge hereby agrees only to those provisions that are not related to wages or wage-related benefits.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES & DRIVERS, LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters

By

_____

Chad Baker
Secretary-Treasurer

CITY OF SEATTLE
Executed Under Authority of
Ordinance No. _____

By

_____

Bruce Harrell, Mayor

Date: _____

By

_____

Faye Chess, Presiding Judge

By

_____

Shaun Van Eyk
Director of Labor Relations

APPENDIX A
to the
A G R E E M E N T
by and between
CITY OF SEATTLE/SEATTLE MUNICIPAL COURT
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763

January 1, 2023 through December 31, 2026

THIS APPENDIX is supplemental to that AGREEMENT by and between the CITY OF SEATTLE/SEATTLE MUNICIPAL COURT, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A.1 January 4th, 2023, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix will be as follows:

	HOURLY RATES OF PAY				
	Step 1	Step 2	Step 3	Step 4	Step 5
Actg Tech III-MC	32.74	33.95	35.32	36.74	
Actg Tech II-MC	29.84	30.94	32.07	33.41	
Actg Tech I-MC	27.76	28.76	29.84	30.94	
Admin Spec III-MC	32.54	33.91	35.17	36.53	
Admin Spec II-MC	30.28	31.40	32.54	33.91	
Admin Spec I-MC	28.17	29.19	30.28	31.40	
Admin Support Asst-MC	25.55	26.55	27.53	28.68	
Court Cashier	31.18	32.38	33.49	34.84	36.13
Court Clerk	31.55	32.72	33.93	35.33	36.74
Court Clerk,Sr	33.45	34.80	36.07	37.57	39.00
Ofc Asst-MC	24.86	25.86	26.89	27.97	29.09

A.2 Effective January 4th, 2024, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix will be as follows:

	HOURLY RATES OF PAY				
	Step 1	Step 2	Step 3	Step 4	Step 5
Actg Tech III-MC	35.18	36.48	37.95	39.47	
Actg Tech II-MC	32.06	33.24	34.45	35.90	
Actg Tech I-MC	29.83	30.91	32.06	33.24	
Admin Spec III-MC	35.89	37.40	38.79	40.30	
Admin Spec II-MC	33.40	34.63	35.89	37.40	
Admin Spec I-MC	31.07	32.20	33.40	34.63	
Admin Support Asst-MC	28.18	29.28	30.37	31.63	
Court Cashier	33.95	35.26	36.46	37.93	39.34
Court Clerk	34.36	35.63	36.94	38.47	40.00
Court Clerk,Sr	36.42	37.89	39.28	40.90	42.47
Ofc Asst-MC	25.98	27.02	28.10	29.23	30.40

A.3 Effective January 4th, 2025 , the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix will be as follows:

	HOURLY RATES OF PAY				
	Step 1	Step 2	Step 3	Step 4	Step 5
Actg Tech III-MC	35.64	36.96	38.44	39.99	
Actg Tech II-MC	32.48	33.68	34.91	36.37	
Actg Tech I-MC	30.22	31.31	32.48	33.68	
Admin Spec III-MC	36.80	38.34	39.77	41.31	
Admin Spec II-MC	34.24	35.50	36.80	38.34	
Admin Spec I-MC	31.86	33.01	34.24	35.50	
Admin Support Asst-MC	28.88	30.02	31.13	32.43	
Court Cashier	34.60	35.93	37.16	38.66	40.09
Court Clerk	35.02	36.32	37.65	39.21	40.77
Court Clerk,Sr	37.13	38.62	40.03	41.69	43.29
Ofc Asst-MC	25.98	27.02	28.10	29.23	30.40

The base wage rates referenced above will be calculated by applying the appropriate percentage increase to base hourly rates or as otherwise provided for herein. The rates in each Appendix are understood to be illustrative of the increases provided in Articles 4.2 through 4.2.2, and any discrepancies will be governed by those Articles.

APPENDIX B

The following MOU attached hereto as Appendix B and signed by the City of Seattle and the Coalition of City Unions ("Parties"), is adopted and incorporated as an Appendix to this Agreement to address certain matters with respect to membership and payroll deductions after the U.S. Supreme Court's decision in Janus v. AFSCME. The Agreement is specific and limited to the content contained within it. Nothing in the MOU is intended, nor do the Parties intend, for the MOU to change the ability to file a grievance on any matter of dispute which may arise over the interpretation or application of the collective bargaining agreement itself. Specifically, nothing in the MOU is it intended to prevent the filing of a grievance to enforce any provision of Article 3, Union Membership and Dues. Any limitations on filing a grievance that are set forth in the MOU are limited to actions that may be taken with respect to the enforcement of the MOU itself, and limited specifically to Section B of the MOU.

MEMORANDUM OF UNDERSTANDING

By and Between

THE CITY OF SEATTLE

And

COALITION OF CITY UNIONS

(Amending certain collective bargaining agreements)

Certain Unions representing employees at the City of Seattle and the Seattle Municipal Court have formed a coalition (herein referred to as "Coalition of Municipal Court Unions,) to collectively negotiate the impacts of the *Janus v. AFSCME* Supreme Court decision and other conditions of employment with the City of Seattle (herein referred to as "City;" together the City and this Coalition of City Unions shall be referred to as "the Parties"); and

This Coalition of Municipal Court Unions for the purpose of this Memorandum of Understanding (MOU) shall include the following individual Unions, provided that the named Unions are also signatory to this MOU: the Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 763; the Seattle Municipal Court Marshals' Guild.

Background

In June of 2018, the United States Supreme Court issued the *Janus v. AFSCME decision.* In response to this change in circumstances, this Coalition of City Unions issued demands to

bargain regarding the impacts and effects of the *Janus v. AFSCME* Supreme Court decision.

Included in the Parties collective bargaining agreements is a subordination of agreement clause that in summary states, It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, City Charter, and state law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal law, City Charter, or state law are paramount and shall prevail.

The parties have agreed to engage in negotiations over the impacts and effects of this change in circumstances to reflect compliance with the *Janus v. AFSCME* Supreme Court decision.

Agreements

Section A Amended Union Dues and Membership Language

The Parties agree to amend and modify each of the Parties' collective bargaining agreements as follows:

Article X - Union Engagement and Payroll Deductions

The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The performance of this function is recognized as a service to the Union by the City and The City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only. The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from Union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit. The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

The City will require all new employees to attend a New Employee Orientation (NEO)

within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement. At least five (5)working days before the date of the NEO, the City shall provide the Union with a list of names of their bargaining unit attending the Orientation.

The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

New Employee and Change in Employee Status Notification: The City shall supply the Union with the following information on a monthly basis for new employee's: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.

Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of their dues authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the union that the terms of the employee's authorization regarding dues deduction revocation have been met. The City will refer all employee inquiries or communications regarding union dues to the appropriate Union.

Section B. Agreement on Impacts of the *Janus v. AFSCME* Supreme Court Decision

The Parties further agree:

1. Member Training: During each year of this agreement a Union's principal officer may request that Union members be provided with at least eight (8) hours or one (1) day, whichever is greater, of paid release time to participate in member training programs sponsored by the Union. The Parties further agree that the release of employees shall be three (3) employee representatives per each Union in an individual Department; or two percent (2%) of a single Union's membership per each department, to be calculated as a maximum of two percent (2%) of an individual Union's membership in that single department (not citywide), whichever is greater. The approval of such release time shall not be unreasonably denied for arbitrary and/or capricious reasons. When granting such requests, the City will take into consideration the operational needs of each Department. At

its sole discretion, the City may approve paid release time for additional employee representatives from each Department on a case-by-case basis.

2. The Unions shall submit to the Office of Labor Relations and the Department as far in advance as possible, but at least fourteen (14) calendar days in advance, the names of those members who will be attending each training course. Time off for those purposes shall be approved in advance by the employee's supervisor.

3. New Employees: The City shall work with the Seattle Department of Technology to develop an automated system to provide the Union with the following information within ten (10) working days after a new employee's first day of work: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate, FTE status. Until the process has been automated the departments may provide the Union notice at the same time the department notifies SDHR benefits, by sending an email to the Union providing the notice of hire. Upon automation departments may elect to not provide notice to the Unions and official notice will only be given by SDHR. The Parties agree to continue to work with departments to provide notice of new hires to the Union no later than 10 working days from the employee first day of work.

4. This agreement is specific and limited to the referenced demand to bargains and the associated negotiations related to the impacts regarding the *Janus v. AFSCME* decision and sets no precedent or practice by the City and cannot be used or introduced in any forum or proceeding as evidence of a precedent or a practice.

5. Issues arising over the interpretation, application, or enforceability of the provisions of this agreement shall be addressed during the Coalition labor management meetings and shall not be subject to the grievance procedure set forth in the Parties' collective bargaining agreements.

6. The provisions contained in "Section B" of this MOU will be reviewed when the current collective bargaining agreements expire. The Parties reserve their rights to make proposals during successor bargaining for a new agreement related to the items outlined in this MOA.

7. This Parties signatory to this MOU concur that the City has fulfilled its bargaining obligations regarding the demand to bargains filed as a result of the *Janus v. AFSCME* Supreme Court decision.

FOR THE CITY OF SEATTLE:

~~Susan McNab~~, Bobby Humes
Interim Seattle Human Resources Director

Ed McKenna
Presiding Judge, Seattle Municipal Court

Laura A. Southard,
Deputy Director/Interim Labor Relations Director

SIGNATORY UNIONS:

Scott Fuquay, President
Seattle Municipal Court Marshals' Guild
IUPA, Local 600

Shawn Van Eyk
Amy Bowles, Union Representative
PTE, Local 17
Professional, Technical, Senior Business, Senior Professional Administrative Support

Scott A. Sullivan, Secretary-Treasurer
Teamsters, Local 763; Municipal Court

Steven Pray, Union Representative
PTE, Local 17
Professional, Technical, Senior Business, Senior Professional Administrative Support, & Probation Counselors

APPENDIX C

Work Life Support Committee (WLSC)
Side Letter of Agreement – WLSC

1) Purpose. The Work/Life Support Committee (WLSC) shall be a citywide Labor Management Committee to promote an environment for employees that supports and enhances their ability to meet their responsibilities as employees of the City of Seattle and support their work life balance. The WLSC may provide recommendations to the Mayor and City Council on programs and policies that further support the work life balance.

2) Workplan. The WLSC shall develop an annual workplan to identify programs and policies that promote a work life balance for city employees. These may include, but are not limited to, dependent care subsidy/support program for eligible employees, enhancing alternative work arrangements, flexible work hours, job sharing, on-site/near site child care, expanding definition of family for access to leave benefits, shift swaps, resource and referral services, emergency leave, and back-up care. This committee may conduct and make recommendations no later than March 31 of each year.

3) Membership. The membership of WLSC shall be made up of the Mayor or designee, the Director of Labor Relations or designee, up to five Directors or designee from city departments, members designated by the Coalition of City Unions at equal numbers as the management representatives. If a CCU designee is a city employee, they shall notify their supervisor and management will not unreasonably deny the participation on paid release time on the WLSC.

4) Meetings. The WLSC shall meet at least four (4) times per calendar year. The WLSC may meet more frequently if necessary if all parties agree.

5) Additional Resources. The WLSC may establish workgroups that include other department representatives and/or subject matter experts. These subcommittees shall conform with rules established by the WLSC.

6) The WLSC and its subcommittee(s) shall not have the authority to change, amend, modify or otherwise alter collective bargaining agreements.

APPENDIX D

MEMORANDUM OF AGREEMENT

by and between

THE CITY OF SEATTLE/MUNICIPAL COURT AND

PUBLIC, PROFESSIONAL & OFFICE – CLERICAL EMPLOYEES AND DRIVERS

LOCAL–UNION NO. 763

THIS MEMORANDUM OF AGREEMENT (MOA) is by and between THE CITY OF SEATTLE MUNICIPAL COURT, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE – CLERICAL EMPLOYEES AND DRIVERS LOCAL – UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union. This MOA supersedes the "Vacation Scheduling" MOA dated December 8, 2006.

It is understood and agreed by and between the Employer and the Union that Section 7.12 (vacation scheduling) of the Labor Agreement will be administered as follows:

Requests for Vacation, Personal Holiday, and Compensatory time will be submitted in writing and will be approved or denied in writing by the Court Unit Manager or, in those units without a Manager, the Division Director or designee. In emergencies, or unique circumstances, this advance scheduling process may be waived by the Director or Manager with notice to the Union.

Prime Periods - Prime periods are the Monday through Friday work week in which the following City observed holidays fall: 1) Labor Day 2) Thanksgiving, 3) Christmas, 4) New Years and, 5) July 4th. For example, if the City observes Monday, December 26th as the Christmas holiday, the prime period is Monday, December 26th – Friday, December 30th.

Requests for prime period leave, which will include vacation, personal holiday compensatory time, can be made in advance in keeping with the following schedule:

Submission Periods (Annual)	**Prime Period**
Feb 1-15	July 4th
Feb 1-15	Labor Day

Thereafter

Requests after February 15th for the July 4th and Labor Day Prime Periods will be considered in the order in which they are received.

Submission Period	**Prime Period**
May 1-15	Thanksgiving
May 1-15	Christmas
May 1-15	New Year's

Thereafter Requests after May 15th for the Thanksgiving, Christmas and New Year's Prime Periods will be considered in the order in which they are received.

In order to address conflicts, each work unit will develop a procedure for equitable allocation of vacation during the peak periods. The allocation will allow rotation of preference for the peak periods in the year and from year to year.

Non-Prime Periods – Requests for non-prime period leave, which will include vacation, personal holiday and compensatory time, may be made up to nine months in advance of the requested day off.

To resolve issues arising from this scheduling process, a labor-management meeting will be convened pursuant to Article 15 of the Labor Agreement at the request of either the Union or the Court.

PUBLIC, PROFESSIONAL & OFFICE – CLERICAL CITY OF SEATTLE / MUNICIPAL COURT EMPLOYEES & DRIVERS LOCAL – UNION NO. 763

By_____ By_____

Scott A. Sullivan, Secretary-Treasurer Ed McKenna, Presiding Judge

Date_____ Date_____

A G R E E M E N T

by and between

THE CITY OF SEATTLE/SEATTLE MUNICIPAL COURT

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763

(Representing the Supervisory Employees)

January 1, 2023 through December 31, 2026

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A G R E E M E N T
by and between
CITY OF SEATTLE/SEATTLE MUNICIPAL COURT
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763

(Representing the Supervisory Employees)

January 1, 2023 through December 31, 2026

THIS AGREEMENT is by and between the CITY OF SEATTLE/MUNICIPAL COURT, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

Aspects of employment at Seattle Municipal Court that are related to wages and wage-related benefits are within the legal authority of the City of Seattle. Aspects of employment at Seattle Municipal Court that are not related to wages and wage-related benefits are within the legal authority of Seattle Municipal Court.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

1.1 Recognition and Bargaining Unit - The Employer recognizes the Union as the exclusive collective bargaining representative for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington, for the collective bargaining unit described in the decision emanating from the Washington State Public Employment Relations Commission Case Number 21662-E-08-3357. For purposes of this Agreement and the bargaining unit described herein, the following definitions will apply:

1.1.1 The term "employee" will be defined to include probationary employees, regular employees, full-time employees, part-time employees and temporary employees not otherwise excluded or limited in the following Sections of this Article.

1.1.2 The term "probationary employee" will be defined as an employee who is within their first twelve (12) month trial period of employment following their initial regular appointment within the classified service.

1.1.3 The term "regular employee" will be defined as an employee who has successfully completed a twelve (12) month probationary period and who has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.

1.1.4 The term "full-time employee" will be defined as an employee who has been regularly appointed and who has a usual work schedule of forty (40) hours per week.

1.1.5 The term "part-time employee" will be defined as an employee who has been regularly appointed and who has a usual work schedule averaging at least twenty (20) hours but less than forty (40) hours per week on an annual basis.

1.1.6 The terms *temporary employee* and *temporary worker* will be defined to include both temporary and less than half time employees and means a person who is employed in:

1. An interim assignment(s) of up to one (1) year to a vacant regular position to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent; or

2. An interim assignment for short-term replacement of a regular employee of up to one (1) year when the incumbent is temporarily absent; or

3. A short-term assignment of up to one (1) year, which may be extended beyond one year only while the assignment is in the process of being converted to a regular position, to perform work that is not ongoing regular work and for which there is no regularly budgeted position; or

4. A less than half-time assignment for seasonal, on-call, intermittent or regularly scheduled work that normally does not exceed one thousand forty (1040) hours in a year, but may be extended up to one thousand three hundred (1300) hours once every three years and may also be extended while the assignment is in the process of being converted to a regular position; or

5. A term-limited assignment for a period of more than one but less than three (3) years for time-limited work related to a specific project, grant or other non-routine substantial body of work, or for the replacement of a regularly appointed employee when that employee is absent on long-term disability time loss, medical or military leave of absence.

1.2 The Employer may establish on-the-job training program(s) in a different classification and/or within another bargaining unit for the purpose of providing individuals an opportunity to compete and potentially move laterally and/or upward into new career fields. Prior to implementation of such a program(s) relative to bargaining unit employees, the Employer will discuss the program(s) with the Union and the issue of bargaining unit jurisdiction and/or salary will be a proper subject for negotiations at that time upon the request of either party.

1.3 Public Employment Programs - As part of its public responsibility, the Employer may participate in or establish public employment programs to provide employment and/or training for and/or service to the Employer by various segments of its citizenry. Such programs may result in individuals performing work for the Employer which is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth training and/or employment programs, adult training and/or employment programs, vocational rehabilitation programs, work study and student intern programs, court-ordered community service programs, volunteer programs and other programs with similar purposes. Some examples of such programs already in effect include Summer Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work Study, Adopt-a-Park, Seattle Conservation Corps, and court-ordered Community Service. Individuals working for the Employer pursuant to such programs will be exempt from all provisions of this Agreement.

1.3.1 The Employer will have the right to implement new public employment programs or expand its current programs beyond what exists as of the signature date of this Agreement, but where such implementation or expansion involves bargaining unit work and results in a significant departure from existing practice, the Employer will give thirty (30) days' advance written notice to the Union of such and upon receipt of a written request from the Union thereafter, the Employer will engage in discussions with the Union on concerns raised by the Union. Notwithstanding any provision to the contrary, the expanded use of individuals under such a public employment program which involves the performance of bargaining unit work within a given Employer department, beyond what has traditionally existed, will not be the cause of (1) a layoff

of regular employees covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by this Agreement which recently had been occupied by a regular full-time employee that performed the specific bargaining unit work now being or about to be performed by an individual under one of the Employer's public employment programs.

ARTICLE 2 - NONDISCRIMINATION

2.1 The Employer and the Union will not unlawfully discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, veteran status, gender identity, sexual orientation, political ideology, ancestry or the presence of any sensory, mental or physical handicap unless based on a bona fide occupational qualification reasonably necessary to the operations of the Employer.

2.1.1 Wherever words denoting a specific gender are used in this Agreement, they are intended and will be construed to apply equally to either gender.

2.2 Disputes involving this Article must be processed through the appropriate Local, State or Federal agency. Such disputes will not be subject to the grievance procedure contained within this Agreement.

2.3 The parties agree nothing in this Agreement, including seniority provisions, will serve to prevent a job placement or other reasonable accommodation as may be made pursuant to state or federal law for prevention of discrimination on the basis of disability.

ARTICLE 3 - UNION ENGAGEMENT AND PAYROLL DEDUCTION

3.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted will be transmitted monthly to the Union on behalf of the employees involved.

3.1.1 The performance of this function is recognized as a service to the Union by the City and the City will honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only.

3.2 The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit.

3.2.1 The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

3.3 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement.

3.3.1 At least five (5) working days before the date of the NEO, the City will provide the Union with a list of names of the bargaining unit members attending the Orientation.

3.4 The Union agrees to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that arise against the City for deducting dues from Union members pursuant to this Article, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

3.4.1 The individual Union meeting and NEO will satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law.

3.5 The City of Seattle, including its officers, supervisors, managers and/or agents, will remain neutral on the issue of whether any bargaining unity employee should join the Union or otherwise participate in Union activities at the City of Seattle.

3.6 New Employee and Change in Employee Status Notification: The City will notify the Union with New Hire information as soon as possible. The City will supply the Union with the following information on a monthly basis for new employees:

a. Name
b. Home address
c. Personal phone
d. Personal email (if a member offers)
e. Job classification and title
f. Department and division
g. Work location
h. Date of hire
i. FLSA status: Hourly or salary
j. Compensation rate

3.7 Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of the Union dues authorization rules. Every effort will be made by the City to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the Union that the terms of the employee's authorization regarding dues deduction revocation have been met. The City will refer all employee inquiries or communications regarding union dues to the Union.

3.8 Adoption of New Personnel Management System (Workday):Upon transition to a new Personnel Management System (Workday) the City agrees to notify the appropriate Union with New Hire information no later than one work week after the employee's first day of work. In the event that transition is delayed or the system is unable to send weekly notification, the Parties agree to meet to discuss an alternative notification process no later than May 1, 2024.

The City will also notify the Union on a monthly basis regarding employee status changes for employees who have transferred into a bargaining unit position and of any employees who are no longer in the bargaining unit.

See Also: APPENDIX B

ARTICLE 4 – CLASSIFICATIONS AND RATES OF PAY

4.1 The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth within Appendix "A" which is attached. Effective January 4, 2023, employees' base wages will be increased by five percent (5%).

4.2 Effective January 3, 2024, employees base wages will be increased by four and one half percent (4.5%)

4.2.1 Effective January 4, 2025, employees base wages will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%).

4.2.2 Effective January 4, 2025, employees base wages will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%).

4.2.3 Effective January 10, 2026, base wage rates will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero percent (1.0%) added, the total not to exceed five percent (5%).

4.2.4 The base wage rates referenced above will be calculated by applying the appropriate percentage increase to base hourly rates or as otherwise provided for herein. The rates in each Appendix are understood to be illustrative of the increases provided in Articles 4.2 through 4.2.2, and any discrepancies will be governed by those Articles.

4.2.5 Employees will pay the employee portion of the required premium listed as the WA Paid Family Leave Tax and the WA Paid Medical Leave Tax (on an employee's paystub) of the Washington State Paid Family and Medical Leave Program effective December 25, 2019.

4.3 An employee, upon first appointment or assignment, will receive the minimum rate of the salary range fixed for the position, except as provided herein. When the application of this paragraph results in an inequity, or when it becomes necessary because of difficulties in recruitment, payment of other than the prescribed step may be authorized by the Court Administrator or designee. The Union will be notified whenever an employee covered by this agreement is paid at "*other that the prescribed step*" as described above.

4.3.1 An employee will be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases will be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section will be defined in terms of one month's service for each month of full-time employment, including paid absences. This provision will not apply to temporary employees prior to regular appointment except as otherwise provided for in Section 21.3.10; and except that step increments in the out-of-class title will be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increment will not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months, (each two thousand eighty-eight (2088) hours) of actual service, they will receive one step increment in the higher-paid title; provided that they have not received a step increment in the out-of-class title based on changes in the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class, that were properly paid per Article 5.9 of this Agreement, will apply toward salary step placement if the employee's position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

4.3.2 Those employees who have been given step increases for periodic "work outside of classification" prior to the effective date of this Agreement will continue at that step but will not be given credit for future step increases, except as provided for in Section 4.3.1.

4.3.3 For employees assigned salary steps other than the beginning step of the salary range, subsequent salary increases within the salary range will be granted after twelve (12) months of "actual service" from the appointment or increase, then at succeeding twelve (12) month intervals to the maximum of the salary range established for the class.

4.3.4 In determining "actual service" for advancement in salary step, absence due to sickness or injury for which the employee does not receive compensation may, at the discretion of the Employer, be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the Employer, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this Section, time lost by reason of disability for which an employee is compensated by Industrial Insurance

or Charter disability provisions will not be considered absence. An employee who returns after layoff, or who is reduced in rank to a position in the same or another department, may be given credit for such prior service.

4.3.5 Any increase in salary based on service will become effective upon the first day immediately following completion of the applicable period of service.

4.3.6 Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range will continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase and will thereafter receive step increases as provided in Section 4.3.1.

4.3.7 Promotion - An employee appointed to a position in a class having a higher maximum salary shall be paid at the nearest step in the higher range which (1) provides the employee who is not at the top step of his/her current salary range a dollar amount at least equal to the next step increase of the employee's current salary range or (2) provides the employee who is at the top step of his/her current salary range an increase in pay through placement at the salary step in the new salary range which is closest to at least a four percent (4%) increase, provided that such increase shall not exceed the maximum step established for the higher paying position; and provided further, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "intermittent" or "as needed" nor to "temporary assignments" providing pay "over regular salary while so assigned."

4.3.7.1 Hours worked out of class will apply toward salary step placement if the employee is promoted, or their position reclassified, to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

4.3.8 Demotion - An employee demoted because of inability to meet established performance standards from a regular full-time or part-time position to a position in a class having a lower salary range will be paid the salary step in the lower range determined as follows:

- If the rate of pay received in the higher class is above the maximum salary for the lower class, the employee will receive the maximum salary of the lower range.

- If the rate of pay received in the higher class is within the salary range for the lower class, the employee will receive that salary rate for the lower class which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class; provided however, the employee will receive not less than the minimum salary of the lower range.

4.3.9 Reorganization - An employee reduced because of organizational change or reduction in force from a regular full-time or part-time position to a position in a class having a lower salary range will be paid the salary rate of the lower range which is nearest to the salary rate to which they were entitled in their former position without reduction; provided however, such salary will in no event exceed the maximum salary of the lower range. If an employee who has completed twenty-five (25) years of Employer service and who within five (5) years of a reduction in lieu of layoff to a position in a class having a lower salary range, such employee will receive the salary they were receiving prior to such second reduction as an "incumbent" for so long as they remain in such position or until the regular salary for the lower class exceeds the "incumbent" rate of pay.

4.3.10 Reclassification - When a position is reclassified by the Seattle Human Resources Director to a new or different class having a different salary range the employee occupying the position immediately prior to and at the time of reclassification will receive the salary rate which will be determined in the same manner as for a promotion; provided however, if the employee's salary prior to reclassification is higher than the maximum salary of the range for such new or different class, they will continue to receive such higher salary as an "incumbent" for so long as they remain in position or until the regular salary for the classification exceeds the "incumbent" rate of pay.

4.3.11 Market Wage Adjustment - The following titles will receive wage equity adjustments, in addition to the annual wage adjustment set forth in Article 4.1, above:

Accounting Technician, Supervisor – 6%
Administrative Specialist, Supervisor – 12%
Municipal Court Clerk, Supervisor – 9%
Municipal Court Cashier Supervisor – 9%

The Market Wage Adjustments will be calculated on the 2022 base wage and will be distributed on the annual base wage:
Year 1 – 2023: 25%
Year 2 – 2024: 50%
Year 3 – 2025: 25%

4.3.12 Language Premium – Employees assigned to perform bilingual, interpretive and/or translation services for the Court will receive a $200.00 per month premium pay. The Court will ensure employees providing language access services are independently evaluated and approved. The Court may review the assignment annually and may terminate the assignment at any time.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 Hours of Work - Eight (8) hours within nine (9) consecutive hours will constitute a workday. Work schedules will normally consist of five (5) consecutive days followed by two (2) consecutive days off, except for relief shift assignments.

5.1.1 By mutual agreement between the Employer and the employee, an employee may work a schedule other than that set forth within Section 5.1.

5.1.2 Recognizing the benefits of work/life balance and reducing the impact of commuting during peak times, the Court encourages alternative work arrangements (AWA). An AWA is tele-work, flextime, compressed workweeks and any work arrangement that differs from the Court's core operating hours of Monday-Friday 8:00 am to 5:00 pm. In keeping with this, each division will develop and implement AWAs based on employee interest and business needs of the Court. Implementation of an AWA work schedule for a work unit will be subject to consultation and agreement with the Union. AWAs are not an employee right and individual requests may be approved, denied or discontinued at management's discretion. When denying or discontinuing an AWA, management will provide a written explanation to the employee. Requests will be considered in an equitable manner.

5.1.3 Telecommuting - Telecommuting is an arrangement in which the employee's job duties may be performed at an alternative worksite, such as the employee's residence or a satellite office located closer to the employee's residence than the primary worksite where the employee is regularly assigned.

Nothing is this article will abridge the Employer's rights enumerated within this Agreement.

Telework is recognized by the City and its employees as a practical, feasible and durable work alternative when it benefits the City of Seattle in one (1) or more of the following ways:

A. Maintains and enhances the delivery and resilience of City services;
B. Improves employee effectiveness, productivity and morale;
C. Maximizes utilization of City of Seattle office facilities;
D. Reduces absenteeism;
E. Promotes employee health and wellness, including ergonomic health;
F. Improves employee recruitment and retention;
G. Improves air quality and reduce traffic congestion;
H. Enhances the working life and opportunities of persons with disabilities; and
I. Other reasons as defined by the appointing authority.

Telecommuting Agreement – Telecommuting is encouraged but not mandated for employees, including temporary employees. Each bargaining unit member will have the opportunity to request a Telecommuting Agreement. The bargaining unit member must submit the request in writing to the City

The City and the bargaining unit member will evaluate the feasibility of the request through an interactive process consistent with Personnel Rule 9.2. The City will consider all information provided by the bargaining unit member, including but not limited to health and safety, child care, elder care and other family care, equity and transportation needs in making the decision.

When reporting to a primary worksite is required by an "in-office" weekly minimum policy, four hours work shall constitute an "in office" shift and the minimums may be met based on an average within a pay period. "In office" will include field work such as, but not limited to, inspections, public meetings, trainings, events and work at City designated facilities, provided the employee is in paid status and performing work on behalf of the City.

The employee shall report to the employing unit's primary worksite for public-facing services when so directed.

The employee shall take reasonable precautions to protect City owned equipment, if any, from theft, damage, or misuse. It remains the employer's responsibility to insure equipment used for approved telecommuting purposes.

The decision of whether or not to grant a Telecommuting Agreement must be stated in writing and must include the reason(s) for the denial or approval,

Supervisors will add information about telecommute eligibility to position descriptions and job postings.

Working relationship between supervisor and employee, negative performance reviews and/or employee disciplinary history unrelated to telework may not be considered as the sole basis for denial of a telecommuting request unless the City has documented a nexus between the performance/discipline and the remote work request.

Denied requests will be reported to the union. the bargaining unit member will have the opportunity to request a reconsideration of a denial to the next level of management

5.1.4 Changes to agreed Telecommuting Agreements – Bargaining unit members approved for remote work acknowledge and recognize that business and/or employee needs arise that may necessitate a temporary deviation from an approved Telecommuting Agreement, the City or bargaining unit member shall provide as much advance notice as possible, alternative deviations may be considered and such deviations, whenever possible, should be infrequent. The terms and conditions of individual remote work agreements shall be set forth in completed and signed remote work agreements with a copy provided to the Union.

The City or the bargaining unit member may terminate a Telecommuting Agreement, in writing, with a minimum advance notice of thirty (30) calendar days. When the City terminates a Telecommuting Agreement, the member must receive written notification stating the reason(s) for the termination. Upon receiving written notification of termination, the member may appeal the termination of the schedule to the department head. The bargaining unit member may have a union representation during an appeal meeting.

5.1.4 When the Employer deems it necessary, work schedules may be established other than Monday through Friday.

5.1.5 Employees will be assigned a regular work schedule (days of work). An employee will normally be advised of a change in their work schedule by the end of the last shift of a week's schedule. In the event an employee is not given the required notice of a revised schedule, they will be paid at the overtime rate for the first shift of the new schedule. If the starting time of an employee's work shift is to be changed to an earlier start time, notice will be given to the employee at least forty-eight (48) hours in advance, absent such notice, the overtime rate will be due for the hours worked prior to the previous start time for the first shift of the new schedule. This provision will not apply to part-time employees who are required to work extra hours or shifts with little or no notice.

5.2 Meal Period - Employees will receive a meal period which will commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's regular shift or when they are called in to work on their regular day off. The meal period will be no less than one-half (1/2) hour nor more than one (1) hour in duration and will be without compensation. Should an employee be required to work in excess of five (5) continuous hours from the commencement of their regular shift without being provided a meal period, the employee will be compensated two (2) times the employee's straight-time hourly rate of pay for the time worked during their normal meal period and be afforded a meal period at the first available opportunity during working hours without compensation. If an employee is required to work through the scheduled meal period and there is inability to reschedule the meal period during the shift, all hours worked will be compensated.

5.3 Rest Breaks - Employees will receive a fifteen (15) minute rest break during the first four (4) hour period of their workday, and a second fifteen (15) minute rest break during the second four (4) hour period of their workday. Employees will be compensated at their prevailing wage rate for time spent while on rest breaks.

5.3.1 When a Court Clerk Supervisor does not receive a rest break because the Court does not recess and circumstances at the time are beyond the employee's control, the employee will receive – at the employee's choice - additional compensation in the form of fifteen (15) minutes of compensatory time or pay at the regular straight-time hourly rate for each rest break not received. Such compensatory time or pay will not entitle the employee to schedule a rest break at the end of the work shift and leave work early but will be added to the employee's compensatory time account or paid at the applicable straight-time rate. To be eligible for the compensatory time or pay, the employee must have not received a rest break during that portion of the employee's work shift before or after the meal break.

It is the expectation that Court Clerk Supervisor will request a rest break through the Manager, and if necessary, the Director. It is also an expectation that the employee will document the compensatory time or pay in lieu of a rest break no later than the next scheduled work shift on a form prescribed by the Employer.

5.4 Overtime - All time worked in excess of eight (8) hours in any one shift will be paid for at the rate of one and one-half (1 1/2) times the straight-time hourly rate of pay. Voluntary overtime in a lower classification may be compensated at the rate of pay for the lower classification.

5.4.1 All time worked before an employee's regularly scheduled starting time will be paid for at the rate of one and one-half (1 1/2) times the straight-time hourly rate of pay, provided the resulting hours worked for the day exceed the normally scheduled eight (8) hours.

5.4.2 All time worked on an employee's regularly scheduled days off will be paid for at the rate of one and one-half (1 1/2) times the straight-time hourly rate of pay.

5.4.3 A "work week" for purposes of determining whether an employee exceeds forty (40) hours in a work week will be a seven (7) consecutive day period of time beginning on Wednesday and ending on Tuesday except when expressly designated to begin and end on different days and times from the normal Wednesday through Tuesday work week.

5.4.4 In administering an alternate work schedule, overtime will be paid for any hours worked in excess of the employee's normal daily schedule.

5.4.5 In no event will an employee be paid overtime for hours worked less than eight (8) hours in a day unless the hours exceed forty (40) hours in a week.

5.5 Compensatory Time - Compensatory time may be used as a method of compensating employees for overtime work in lieu of overtime pay as specified in Section 5.4. If used, the compensatory time will be accrued at the rate of one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked. Accrual of compensatory time must be mutually agreeable to the employee and the Employer. The Employer may pay off a portion or all of accrued compensatory time over forty (40) hours, at its discretion, for all employees within the bargaining unit.

5.6 Call Back - An employee who is called back to work after completing their regular shift will be compensated at the overtime rate and will receive no less than four (4) hours compensation at the straight-time hourly rate of pay.

5.7 Meal Reimbursement - When an employee is specifically directed by the Employer to work two (2) hours or longer at the end of his/her normal work shift of at least eight (8) hours or work two (2) hours or longer at the beginning or end of their work shift of at least eight (8) hours when they are called in to work on their regular day off, or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from their place of residence as a result of such additional hours of work, the employee will be reimbursed for the "reasonable cost" of such meal in accordance with Ordinance 111768. In order to receive reimbursement, the employee must furnish the Employer with a receipt for said meal no later than forty-eight (48) hours from the beginning of their next regular shift; otherwise, the employee will be paid twenty ($20.00) dollars in lieu of reimbursement for the meal.

5.7.1 To receive reimbursement for a meal under this provision the following rules will be adhered to:

(1) Said meal must be eaten within a reasonable time after completion of the overtime work. Meals will not be saved, consumed and claimed at some later date.

(2) In determining "reasonable cost" the following will also be considered:

- The time period during which the overtime is worked;

- The availability of reasonably priced eating establishments at that time.

- The employee’s dietary needs.

(3) The Employer will not reimburse for the cost of alcoholic beverages or gratuities.

(4) When an employee is called out to the field or a City facility in an emergency to work two (2) hours or longer of unscheduled overtime, immediately prior to or after their normal work shift of not less than eight (8) hours, said employee shall be eligible for meal reimbursement pursuant to this section; provided, however, if the

employee is not given time off to eat a meal within a reasonable time after completion of the overtime, the employee shall be paid a maximum of Twenty Dollars ($20.00) in lieu of reimbursement for the meal.

Any time spent consuming a meal during working hours shall be without compensation.

5.7.2 In lieu of any meal compensation as set forth within this Section, the Employer may, at its discretion, provide a meal.

5.8 Standby Duty - Whenever an employee is placed on Standby Duty by the Employer, the employee will be available at a predetermined location to respond to emergency calls and when necessary, return immediately to work. Employees who are placed on Standby Duty by the Employer will be paid at rate of ten percent (10%) of the employee's straight-time hourly rate of pay. When an employee is required to return to work while on Standby Duty the Standby Duty pay will be discontinued for the actual hours on work duty and compensation will be provided in accordance with Section 5.6 Callback. An employee may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties.

5.9 Work Outside Of Classification - Whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a higher-paid position when the duties of the higher position are clearly outside the scope of an employee's regular classification for a period of three (3) consecutive hours or longer, they will be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class salary rate will be determined in the same manner as for a promotion. "Proper authority" will be a supervisor, manager or director directly above the position, which is being filled out of class, who has budget management authority of the work unit as determined by the Court Administrator. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class.

5.9.1 If an employee is assigned by proper authority or designee pursuant to Section 5.9 to perform the duties of a higher classification on a continuous basis in excess of sixty (60) consecutive calendar days, they will thereafter, while still assigned to the higher level, be compensated for vacation and holidays at the rate of the assigned, higher classification. 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 will 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.

5.9.2 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as their primary class, across union jurisdictional lines, with no change to their regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement and payment for absences do not apply in these instances.

5.9.3 An out-of-class assignment will be formally made in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties which would otherwise constitute an out-of-class assignment. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of their own classification if the employee is not formally assigned to perform the duties on an out-of-class basis.

No employee may assume the duties of the higher-paid position without being formally assigned to do so except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to the Presiding Judge or designee for retroactive payment of out-of-class pay. The decision of the Presiding Judge or designee as to whether the duties were performed and whether performance thereof was appropriate will be final.

5.9.4 An employee who is temporarily unable to perform the regular duties of their classification due to an off-the-job injury or illness may opt to perform work within a lower paying classification dependent upon the availability of such work and subject to the approval of the Employer. The involved employee will receive the salary rate for the lower class which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class.

5.9.5 Employees working outside of classification for training purposes as designated by the Employer will not be eligible for additional compensation as provided in Section 5.9.

5.9.6 The Employer will make a reasonable effort to accommodate employees who have an off-the-job injury or illness with light duty work if such work is available.

5.10 Shift Premium -

An employee who is scheduled to work not less than four (4) hours of their regular work shift during the evening (swing) shift or night (graveyard) shift, will receive the following shift premiums for all scheduled hours worked during such shift.

SWING SHIFT	$1.25 per hour
GRAVEYARD SHIFT	$1.75 per hour

5.10.1 With the exception of paid sick leave, the above shift premium will apply to time worked as opposed to time off with pay and therefore, the premium will not apply to vacation, holiday pay, bereavement leave, etc. The shift differential will be paid to employees working overtime only if they work four (4) or more consecutive hours on the extra shift, in which case it will be paid for all hours of overtime work for that shift.

5.10.2 The swing shift period will encompass the hours from 4:00 p.m. to midnight. The graveyard shift period will encompass the hours from midnight to 8:00 a.m.

ARTICLE 6 – HOLIDAYS

6.1 The following days, or days in lieu thereof, will be recognized as paid holidays:

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Indigenous Peoples' Day	Second Monday in October
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th
First Personal Holiday	
Second Personal Holiday	
Two Personal Holidays (0-9 years of service)	
Four Personal Holidays (10+ years of service)	

6.1.1 Employees who have completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (article 7.2) or on or before December 31st of the current year will receive an additional two (2) personal holidays for a total of four (4) personal holidays (per article 6.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

6.1.2 Whenever any paid holiday falls upon a Sunday, the following Monday will be recognized as the paid holiday. Whenever any paid holiday falls upon a Saturday, the preceding Friday will be recognized as the paid holiday; provided however, paid holidays falling on Saturday or Sunday will be recognized and paid pursuant to Section 6.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 6.4 will be made only once per affected employee for any one holiday.

6.1.3 A regularly appointed part-time employee will receive paid holiday time off (or paid time off in lieu thereof) based upon straight-time hours compensated during the pay period immediately prior to the pay period in which the holiday falls. The amount of paid holiday time off for which the part-time employee is eligible will be in proportion to the holiday time off provided for full-time employees. For example, a full-time employee working eighty (80) hours per pay period would be eligible for eight (8) hours off with pay on a holiday while a part-time employee who works forty (40) hours during the pay period preceding the holiday would be eligible for four (4) hours off with pay.

6.2 To qualify for holiday pay, employees will have been on pay status their normal workday before or their normal workday following the holiday; provided however, employees returning from non-pay leave who start work the day after a holiday will not be entitled to pay for the holiday preceding their first day of work.

6.3 Employees on pay status on or prior to February 12th will be entitled to use the First Personal Holiday as referenced in Section 6.1 during that calendar year. Employees on pay status on or prior to October 1st will be entitled to use the Second Personal Holiday as referenced in Section 6.1 during that calendar year.

6.3.1 The Personal Holiday will be used in eight (8) hour increments or a pro-rated equivalent for part-time employees, or at the discretion of the Presiding Judge or designee, such lesser fraction of a day as will be approved. Use of the Personal Holiday will be requested in writing.

6.4 An employee who is regularly scheduled to work on a holiday will be paid for the holiday at their regular straight-time hourly rate of pay and, in addition, they will receive one and one-half (1 1/2) times their regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the employee and the Employer, the employee may receive one and one-half (1 1/2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

6.5 All full-time employees will receive eight (8) hours of pay per holiday. Those employees whose work schedules consist of workdays in excess of eight (8) hours may use accrued vacation leave or compensatory time to supplement the holiday pay in order to receive pay for a full workday for a holiday. As an alternative, with supervisory and/or management approval, the employee may revert to a five (5) day, forty (40) hour schedule for the work week in which the holiday occurs, provided the reversion does not result in more than forty (40) hours of work in a work week requiring the payment of overtime.

ARTICLE 7 – ANNUAL VACATIONS

7.1 Annual vacations with pay will be granted to eligible employees computed at the rate shown in Section 7.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

7.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensated time and sick leave. At the discretion of the City, up to one hundred and sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.

7.3 The vacation accrual rate will be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

COLUMN NO. 1		COLUMN NO. 2			COLUMN NO. 3
ACCRUAL RATE		EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE			MAXIMUM VACATION BALANCE
Hours on Regular Pay Status	Vacation Earned Per Hour	Years of Service	Working Days Per Year	Working Hours Per Year	Maximum Hours
0 through 08320	.0460	0 through 4	12	(96)	192
08321 through 18720	.0577	5 through 9	15	(120)	240
18721 through 29120	.0615	10 through 14	16	(128)	256
29121 through 39520	.0692	15 through 19	18	(144)	288
39521 through 41600	.0769	20	20	(160)	320
41601 through 43680	.0807	21	21	(168)	336
43681 through 45760	.0846	22	22	(176)	352
45761 through 47840	.0885	23	23	(184)	368
47841 through 49920	.0923	24	24	(192)	384
49921 through 52000	.0961	25	25	(200)	400
52001 through 54080	.1000	26	26	(208)	416
54081 through 56160	.1038	27	27	(216)	432
56161 through 58240	.1076	28	28	(224)	448
58241 through 60320	.1115	29	29	(232)	464
60321 and over	.1153	30	30	(240)	480

Effective sixty (60) calendar days after full ratification of this contract, the vacation accrual table will be as follows on a going-forward basis:

Accrual Years/Hours	Vacation Days	Hours per Year	Maximum Hours
Year 0-3 / 0-6,240	12	96	192
Year 4-7 / 6,241-14,560	16	128	256
Year 8-13 / 14,561-27,040	20	160	320
Year 14-18 / 27,041-37,440	23	184	368
Year 19 / 37,440 -39,520	24	192	384
Year 20 / 39,521-41,600	25	200	400
Year 21 / 41,601 – 43,680	26	208	416
Year 22 / 43,681 – 45,760	27	216	432
Year 23 / 45,761 – 47,840	28	224	448
Year 24 / 47,841 – 49,920	29	232	464
Year 25+ - 49,921+	30	240	480

7.4 An employee who is eligible for vacation benefits will accrue vacation from the date of entering City service or the date upon which they became eligible and may accumulate a vacation balance which will never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time will cease at the time an employee's vacation balance reaches the maximum balance allowed and will not resume until the employee's vacation balance is below the maximum allowed.

7.5 Employees may use accumulated vacation leave with pay after completing one thousand forty (1040) hours on regular pay status. Use of accrued vacation leave is subject to approval by the Employer. Effective December 25, 2019, the requirement that the employee must complete one thousand forty (1,040) hours on regular pay status prior to using vacation time will end.

7.6 In the event that the Employer cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to three (3) months if such exception is approved by the Presiding Judge or designee. A notice describing the circumstances and reasons leading to the need for the extensions will be filed with Seattle Human Resources Director. No extension of this grace period will be allowed.

7.7 The minimum vacation allowance to be taken by an employee will be one-half (1/2) of a day or, at the discretion of the Presiding Judge or designee, such lesser fraction of a day as will be approved.

7.8 An employee who leaves the City service for any reason will be paid in a lump sum for any unused vacation they have previously accrued.

7.9 Upon the death of an employee in active service, pay will be allowed for any vacation earned and not taken prior to the death of such employee.

7.10 An employee granted an extended leave of absence which includes the next succeeding calendar year will be paid in a lump sum for any unused vacation they have previously accrued or, at the Employer's option, the employee will be required to exhaust such vacation time before being separated from the payroll.

Where the terms of this Section 7.10 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, 14.16 or related laws including CW 49.46.210 as it exists or may be hereafter modified, the ordinance will apply.

7.11 Where an employee has exhausted their sick leave balance, the employee may use vacation or personal holiday for further leave for medical reasons. Verification of such usage by the employee's medical care provider is not automatically required when an employee is absent up to two occasions or thirty-two (32) hours in a calendar year and the employee uses vacation and/or personal holiday in lieu of sick leave in a calendar year. Use of vacation and personal holiday in lieu of sick leave beyond two instances or thirty-two (32) hours in a calendar year is subject to verification by the employee's medical care provider. In all other instances, employees must use all accrued vacation prior to beginning a leave of absence, except that employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with leave of absence. Where the terms of this Section 7.11 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance will apply or related laws including RCW 49.46.210. Nothing in this provision will in any way limit the application of Sections 8.1 and 8.1.1.1 of this Agreement.

7.12 The Presiding Judge will arrange vacation time for employees on such schedules as will least interfere with the functions of the department, but which accommodate the desires of the employee to the greatest degree feasible.

ARTICLE 8 - LEAVES AND VEBA

8.1 Sick Leave – Sick leave will be defined as paid time off from work for a qualifying reason under Article 8.1 of this agreement. Employees will accumulate sick leave credit at the rate of point zero four six (.046) hours for each hour on regular pay status not exceeding 40 hours per week as shown on the payroll. However, if an employee's overall accrual rate falls below the accrual rate required by Chapter 14.16 (Paid Sick and Safe Time Law), the employee will be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of Chapter 14.16. Unlimited sick leave credit may be accumulated. New employees entering City service will not be entitled to use sick leave with pay during the first thirty (30) days of employment but will accrue sick leave credits during such thirty (30) day period. An employee is authorized to use paid sick leave for hours that the employee was scheduled to have worked for the following reasons:

1. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventive care; or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or

2. To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code Chapter 4.24.005 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or

3. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such reason, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or

4. Absences that qualify for leave under the Domestic Violence Leave Act, Chapter 49.76 RCW; or

5. The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or

6. The non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for purposes of adoption, including any time away from work prior to or following placement of the child to satisfy legal or regulatory requirements for the adoption.

Sick leave used for the purposes contemplated by Article 8.1 paragraph 5 and 6 must end before the first anniversary of the child's birth or placement.

8.1.1 Abuse of paid sick leave or use of paid sick leave not for an authorized purpose may result in denial of sick leave payment and/or discipline up to and including dismissal.

8.1.2 Unlimited sick leave credit may be accumulated.

8.1.3 Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits will be paid to their designated beneficiary.

8.1.4 Change in position or transfer to another City department will not result in loss of accumulated sick leave. Regular or benefits eligible temporary employees who are reinstated or rehired within 12 months of separation in the same or another department after any separation, including dismissal for cause, resignation, or quitting, will have unused accrued sick leave reinstated as required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210.

8.1.5 In order to receive paid sick leave for reasons provided in Article 14.1.1 -14.1.4, an employee will be required to provide verification that the employee's use of paid sick leave was for an authorized purpose, consistent with Seattle Municipal Code Chapter 14.16 and other applicable laws such as RCW 49.46.210. However, an employee will not be required to provide verification for absences of less than four consecutive days.

8.1.6 Conditions Not Covered - Employees will not be eligible for sick leave when:

- Suspended or on leave without pay and when laid off or on other non-pay status.
- Off work on a holiday.
- An employee works during their free time for an employer other than the City of Seattle and their illness or disability arises therefrom.

8.1.7 Prerequisites for Payment - The following applicable requirements will be fulfilled in order to establish an employee's eligibility for sick leave benefits.

8.1.8 Prompt Notification - The employee will promptly notify the immediate supervisor, by telephone or otherwise, on the first day off due to illness and each day thereafter unless advised otherwise by the immediate supervisor or unless physically impossible to do so. For those absences of more than one day, notification on their first day off with an expected date of return will suffice. The employee will advise the supervisor of any change in expected date of return. If an employee is on a special work schedule, particularly where a relief replacement is necessary when the employee is absent, the employee will notify the immediate supervisor as far as possible in advance of the scheduled time to report for work.

8.1.9 Notification While on Paid Vacation or Compensatory Time Off - If an employee is injured or is taken ill while on paid vacation or compensatory time off, they will notify their department on the first day of disability that they will be using paid sick leave. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented for absences greater than three continuous days.

8.1.10 Claims to Be In 15 Minute Increments - Sick leave will be claimed in 15 minute increments to the nearest full 15 minute increment. A fraction of less than 8 minutes will be disregarded. Separate portions of absence interrupted by a return to work will be claimed on separate application forms.

8.1.11 Limitations of Claims - All sick leave claims will be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee will not exceed the employee's sick leave accumulation as shown on the payroll for the pay period immediately preceding their illness or disability. It is the responsibility of their department to verify that sick leave accounts have not been overdrawn; and if a claim exceeds the number of hours an employee has to their credit, the department will correct their application.

8.1.12 Rate of Pay for Sick Leave Used: An employee who uses paid sick leave will be compensated at the straight time rate of pay as required by Seattle Municipal Code 14.16, and other applicable laws such as RCW 49.46.210. 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. For employees who use paid sick leave hours that would have been overtime if worked, the City will apply requirements of Seattle Municipal Code 14.16 and applicable laws such as RCW 49.46.210. See also Article 5.8 and 5.9.1 for sick leave use and rate of pay for out-of-class assignments and standby duties.

8.1.13 Sick Leave Transfer Program - Employees will be afforded the option to transfer and/or receive sick leave in accordance with the terms and conditions of the City's Sick Leave Transfer Program as established and set forth by City Ordinance..

Shared Sick Leave Pool: The City will standardized the current sick leave transfer("donation") program across all City departments through the following actions:

1. Standardization of:
    a. Forms
    b. Processing templates
    c. FAQs
    d. Interdepartmental donation of sick leave
2. Anonymizing sick leave requests for potential recipients
3. Anonymizing sick leave donations from contributors

The intent of the program is to create a mandatory and uniform system that will function across departments as the established protocol for all sick leave donation requests and donations. The City agrees to perform this standardization using a Labor-Management Committee ("LMC") meeting, which will work in consultation with appropriate subject matter experts ("SMEs"), including but not limited to Seattle Human Resources, FAS Citywide Payroll and Business Systems, ITD HRIS and Race and Social Justice SMEs. The City further agrees to convene the LMC no later than 90 days from execution of this Agreement and to meet no less than monthly on the standardization process beginning in the month following the initial convening of the LMC.

8.2 All employees covered by this Agreement are allowed forty (40) hours off without salary deduction for bereavement purposes in the event of the death of any relative. Bereavement leave may be used in full day increments or increments of one (1) hour, at the employee's discretion. Bereavement leave must be used within one (1) year; employees may submit for exceptions to this within thirty (30) days (requests that come in after the 30 days will be considered) of the death if they know they will need longer than one (1) year to use leave for that event. This benefit is prorated for less-than-full time employees.

For purposes of this Section, "relative" is defined as any person related to the employee by blood, marriage, adoption, fostering, guardianship, in loco parentis, or domestic partnership.

8.2.1 Bereavement Leave may be allowed for bereavement purposes and/or attendance at the funeral of any other relative as allowed by Seattle Municipal Code (SMC) 4.28.020. Such relatives will be determined as close relatives or relatives other than close relatives pursuant to the terms of SMC 4.28.020 for purposes of determining the extent of bereavement leave or sick leave allowable as provided for in Section 8.2. In the event SMC 4.28.020 is repealed in whole or in part by an initiative, the parties will renegotiate this provision in accordance with the terms of Article 21.

8.3 Emergency Leave, Inclement Weather and Natural Disaster Leave - One (1) day or a portion thereof per Agreement year without loss of pay may be taken off subject to approval of the employee's Supervisor and/or Presiding Judge when it is necessary that the employee be immediately off work to attend to one of the following situations either of which necessitates immediate action on the part of the employee:

The employee's spouse, domestic partner, child, grandparent, or parent has unexpectedly become seriously ill or has had a serious accident; or

If an unforeseen occurrence with respect to the employee's household (e.g. fire, flood, or ongoing loss of power). "Household" will be defined as the physical aspects, including pets, of the employee's residence or vehicle.

The "day" of emergency leave may be used for separate incidents in one (1) hour increments. The total hours compensated under this provision, however, will not exceed eight (8) in a contract year.

8.4 Leaves of Absence - Requests for leaves of absence must be made by employees in writing to their manager. Such request will be reviewed and considered under the provisions of Chapter 4.26 of the Seattle Municipal Code (Family and Medical Leave) and Chapter 7 of the Personnel Rules. The Union will be provided a copy of correspondence or forms on which leave of absence requests are approved in writing when the leave extends for more than thirty (30) calendar days without pay.

8.5 Paid Parental Leave - SMC 4.29, Paid Family Care Leave, which includes “Bea’s Law” is here by incorporated by reference into this Agreement.

8.6 Jury Leave - Employees called to jury duty will be paid their regular base pay while on jury duty and for other court related reasons as allowed by City Ordinance.

8.7 Sabbatical Leave – Regular employees covered by this Agreement will be eligible for sabbatical leave under the terms of Seattle Municipal Code Chapter 4.33.

8.8 Reinstatement - An employee who goes on leave does not have a greater right to reinstatement or other benefits and conditions of employment than if the employee had been continuously employed during the leave period.

8.9 Pay for Military Deployment

A. A bargaining unit member in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as a City employee will receive the difference between one hundred percent (100%) of their City base pay and their military pay (plus adjustments).

City base pay will include every part of wages except overtime.

B. Pay for Deployed Military - A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted their annual paid military leave benefit and is on unpaid military leave of absence will be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage will be effective for the duration of the employee's active deployment.

8.10 VEBA

1. RETIREMENT VEBA

Each bargaining unit will conduct a vote to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) to provide post-retirement medical expense benefits to members who retire from City service.

Contributions from Unused Paid Time off at Retirement
(Retirement Eligible Employees in Unit)

A. Eligibility-to-Retire Requirements:
    1. 5-9 years of service and are age 62 or older;
    2. 10-19 years of service and are age 57 or older;
    3. 20-29 years of service and are age 52 or older; or
    4. 30 years of service and are any age

B. The City will provide each bargaining unit with a list of its members who are expected to meet any of the criteria in paragraph A above as of December 31, 2021.

C. If the members of the bargaining unit who have met the criteria described in paragraph A above vote to require VEBA contributions from unused paid time off, then all members of the bargaining unit who are eligible to retire and those who become eligible during the life cycle of this contract will, as elected by the voting members of the bargaining unit:

    1. Contribute 35% of their unused sick leave balance into the VEBA upon retirement; or

2. Contribute 50% of their unused vacation leave balance into the VEBA upon retirement; or
3. Contribute both 35% of their unused sick leave balance and 50% of their unused vacation leave balance upon retirement

Following any required VEBA contribution from a member's unused sick leave, the remaining balance will be forfeited; members may not contribute any portion of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan or receive cash.

D. If the members of the bargaining unit who have satisfied the eligibility-to-retire requirements described in paragraph A above as of December 31, 2021 do not vote to require VEBA contributions from unused sick leave, members may either:

1. Transfer 35% of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan, subject to the terms of the Plan and applicable law; or
2. Cash out their unused sick leave balance at 25% to be paid on their final paycheck.

In either case, the remaining balance of the member's unused sick leave will be forfeited.

2. ACTIVE VEBA

Contributions from Employee Wages (all regular employees in the bargaining unit)

Each bargaining unit will conduct a vote for all regular employees, as defined in the City's employer personnel manual, to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) for active employees to participate in an Active VEBA. Once they begin participating in the VEBA, employees may file claims for eligible expenses as provided under the terms of the VEBA.

If the bargaining unit votes to require VEBA contributions from employee wages, then all members of the bargaining unit will, as elected by the bargaining unit as to all of its members, make a mandatory employee contribution of one of the amounts listed below into the VEBA while employed by the City:

1. $25 per month, or
2. $50 per month

3. ALLOCATION OF RESPONSIBILITY

   The City assumes no responsibility for the tax or other consequences of any VEBA contributions made by or on behalf of any member for either the active or post-retirement options. Each union that elects to require VEBA contributions for the benefit of its members assumes sole responsibility for insuring that the VEBA complies with all applicable laws, including, without limitation, the Internal Revenue Code, and agrees to indemnify and hold the City harmless for any taxes, penalties and any other costs and expenses resulting from such contributions.

4. Sabbatical Leave and VEBA - Members of a bargaining unit that votes to accept the VEBA **and** who meet the eligible-to-retire criteria are not eligible to cash out their sick leave at twenty-five percent (25%) as a part of their sabbatical benefit. Members who do not meet the eligible-to-retire criteria may cash out their sick leave at twenty-five percent (25%) in accordance with the sabbatical benefit.

ARTICLE 9 - INDUSTRIAL INJURY OR ILLNESS

9.1 Any employee who is disabled in the discharge of his duties and if such disablement results in absence from his/her regular duties, will be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.

9.1.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee will be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury will be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee will be placed on non-pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in absence from his/her regular duties (up to a maximum of eighty percent [80%] of the employee's normal hourly rate of pay per day) will be reinstated by Industrial Insurance or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee will thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 9.1. Such compensation will be authorized by the Seattle Human Resources Director or his/her designee with the advice of such employee's Presiding Judge or designee upon request from the employee. The employee's request will be supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

9.1.2 In no circumstances will the amount paid under these provisions exceed the normal take-home pay of an employee. This provision will become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.

9.1.3 Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and Court policies and procedures; (2) respond, be available for and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation or the

Court concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination. The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) days after notification to the employee. The City's action is subject to the grievance procedure.

9.2 Compensation for holidays and earned vacation falling within a period of absence due to such disability will be at the normal rate of pay but such days will not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 9.1. Disabled employees affected by the provisions of SMC 4.44 will continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 9.1.

9.3 Any employee eligible for the benefits provided by this Ordinance whose disability prevents them from performing their regular duties but, in the judgment of their physician could perform duties of a less strenuous nature, will be employed at their normal rate of pay in such other suitable duties as the Presiding Judge or designee will direct, with the approval of such employee's physician until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

9.4 Sick leave will not be used for any disability herein described except as allowed in Section 9.1.1.

9.5 The afore-referenced disability compensation will be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.

9.6 Appeals of any denials under this Article will be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

9.7 The parties agree either may reopen for negotiation the terms and conditions of this Article.

ARTICLE 10 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

10.1 The following will define terms used in this Article:

10.1.1 Probationary Period - A twelve- (12) month trial period of employment following an employee's initial regular appointment within the Civil Service to a budgeted position.

10.1.2 Regular Appointment - The authorized appointment of an individual to a position in the Civil Service.

10.1.3 Trial Service Period/Regular Subsequent Appointment - A twelve- (12) month trial period of employment of a regular employee beginning with the effective date of:

(1) a subsequent, regular appointment from one classification to a different classification;

(2) voluntary reduction, demotion or transfer to a classification that the employee has not successfully completed a probationary or trial service period; or

(3) rehire from a Recall List to a department other than that from which the employee was laid off.

10.1.4 Regular Employee - An employee who has successfully completed a twelve (12) month probationary period and has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause or retirement.

10.1.5 Revert - To return an employee who has not successfully completed their trial service period to a vacant position in the same class and former department (if applicable) from which they were appointed.

10.1.6 Reversion Recall List - If no such vacancy exists to which the employee may revert, he/she will be removed from the payroll and their name placed on a Reversion Recall List for the class/department from which they were removed.

10.2 Probationary Period/Status of Employee - Employees who are initially appointed to a position will serve a probationary period of twelve (12) months.

10.2.1 The probationary period will provide the department with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the position, and to terminate any employee whose work performance fails to meet the required standards.

10.2.2 An employee will attain regular employee status after having completed their probationary period unless the individual is dismissed under provisions of Section 10.3.

10.3 Probationary Period/Dismissal - An employee may be dismissed during their probationary period after having been given written notice five (5) working days prior to the effective date of dismissal. However, if the Court Management believes the best interest of the Employer requires the immediate dismissal of the probationary employee, written notice of only one (1) full working day prior to the effective date of the dismissal will be required. The reasons for the dismissal will be filed with the Seattle Human Resources Director and a copy sent to the Union.

10.3.1 An employee dismissed during their probationary period will not have the right to appeal the dismissal. When proper advance notice of the dismissal is not given, the employee may enter an appeal for payment of up to five (5) days salary which the employee would have otherwise received had proper notice been given. If such a claim is sustained, the employee will be entitled to the appropriate payment of salary but will not be entitled to reinstatement.

10.4 Trial Service Period - An employee who has satisfactorily completed their probationary period and who is subsequently appointed to a position in another classification will serve a twelve- (12) month trial service period in accordance with Section 10.1.3.

The trial service period will provide the Employer with the opportunity to observe the employee's work and to train and aid the employee in adjustment to the position, and to revert such an employee whose work performance fails to meet required standards.

10.4.1 An employee who has been appointed from one classification to another classification within the same or different department and who fails to satisfactorily complete the trial service period will be reverted to a position within that department in the classification from which they were appointed.

10.4.2 Where no such vacancy exists, such employee will be given fifteen (15) calendar days' written notice prior to being placed on a Reversion Recall List for their former department and former classification and being removed from the payroll.

10.4.3 An employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the Division Director or designee, the employee and the Union prior to expiration of the trial service period and subject to approval by the Presiding Judge. Notice of the decision to extend the trial service period will be filed with the Seattle Human Resources Director.

10.4.4 Employees who have been reverted during the trial service period will not have the right to appeal the reversion.

10.4.5 The names of regular employees who have been reverted for purposes of re-employment in their former department will be placed upon a Reversion Recall List for the same classification from which they were appointed for a period of one (1) year from the date of reversion.

10.4.6 If a vacancy is to be filled in a department and a valid Reversion Recall List for the classification for that vacancy contains the name(s) of eligible employees who have been removed from the payroll from that classification and from that department, such employees will be reinstated in order of their length of service in that classification. The employee who has the most service in that classification will be the first reinstated.

10.4.7 An employee whose name is on a valid Reversion Recall List who accepts employment with the City in another class and/or department will have their name removed from the Reversion Recall List.

10.4.8 If an employee elects not to accept an offer of employment in a position essentially the same that the employee previously held, the employee's name will be removed from the Reversion Recall List and the employee's record will reflect a quit.

10.4.9 A reverted employee will be paid at the step of the range which they normally would have received had they not been appointed to another classification.

10.5 Subsequent Appointments During Probationary Period Or Trial Service Period - If a probationary employee is subsequently appointed in the same classification from one department to another, the receiving department may, with approval of the Seattle Human Resources Director, require that a complete twelve (12) month probationary period be served in that department. If a regular employee or an employee who is still serving a trial service period is subsequently appointed in the same classification from one department to another, the receiving department may, with the approval of the Seattle Human Resources Director, require that a twelve (12) month trial service period be served in that department.

10.5.1 If a probationary employee is subsequently appointed to a different classification in the same or different department, the employee will serve a complete twelve (12) month probationary period in the new classification. If a regular employee is subsequently appointed to a different classification in the same or different department, the employee will serve a complete twelve (12) month trial service period in the new classification.

10.5.2 Within the same department, if a regular employee is appointed to a higher classification while serving in a trial service period, the trial service period for the lower classification and the new trial service period for the higher classification will overlap provided that the higher and lower classifications are in the same or a closely related field. The employee will complete the terms of the original trial service period and be given regular status in the lower classification. Such employee will also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

10.5.3 Within the same department, if a probationary employee is regularly appointed to a higher classification while serving in a probationary period, the probationary period and the new trial service period for the higher classification will overlap provided the higher and the lower classifications are in the same or a closely related field. The employee will complete the term of the original probationary period and be given regular standing in the lower class. Such employee will also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

10.6 The probationary period will be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness, vacations, jury duty and military leaves will not result in an extension of the probationary period. However, if there are excessive absences, the Presiding Judge may extend an employee's probationary period to ensure the equivalent of a full twelve (12) months of actual service. Notice of the decision to extend the probationary period will be filed with the Seattle Human Resources Director.

ARTICLE 11 - TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL

11.1 Transfers - The transfer of an employee will not constitute a promotion except as provided in Section 11.1.2(5).

11.1.1 Intra-departmental Transfers - The Employer may transfer an employee from one position to another position in the same class in their department without prior approval of the Seattle Human Resources Director.

11.1.2 Other transfers may be made upon consent of the Department Head of the departments involved and with the Seattle Human Resources Director's approval as follows:

(1) Transfer in the same class from one department to another.

(2) Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.

(3) Transfer, in lieu of layoff, may be made to a position in the same class to a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular employee or probationer is not displaced. The employee subject to layoff will have this opportunity for transfer provided there is no one on the reinstatement recall list for the same class for that department. If there is more than one employee eligible for transfer in lieu of layoff in the same job title, the employee names will be placed on a layoff transfer list in order of job class seniority. Eligibility to choose this opportunity to transfer is limited to those employees who have no rights to other positions in the application of the layoff language herein, including Section 11.3.4.

The department will be provided with the names of eligible employees and their job skills. The department will fill the position with the most senior employee with the job skills needed for the position. The department may test or otherwise affirm the employee has the skills and ability to perform the work.

An employee on the layoff transfer list who is not placed in another position prior to layoff will be eligible for placement on the reinstatement recall list pursuant to Section 11.4.

(4) Transfer, in lieu of layoff, may be made to a position in another class in the same or a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular employee or probationer is not displaced.

(5) Transfer, in lieu of layoff, may be made to a position in another class when such transfer would constitute a promotion or advancement in the service, provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular employee or probationer is not displaced, and when transfer in lieu of layoff under Section 11.1.2 of this Article is not practicable.

(6) The Seattle Human Resources Director may approve a transfer under Sections 11.1.2 (1), (2), (3), (4), or (5) above with the consent of the appointing authority of the receiving department only, upon a showing of circumstances justifying such action.

(7) Transfer may be made to another similar class with the same maximum rate of pay in the same or a different department upon the Seattle Human Resources Director's approval of a written request by the appointing authority.

11.1.2.1 Employees transferred pursuant to the provisions of Section 11.1.2 will serve probationary and/or trial service periods as may be required in Article 10, Sections 10.5, 10.5.1, 10.5.2, and 10.5.3.

11.1.3 Regular part-time employees will have the first right of refusal for vacant, regular full-time positions in their work unit, provided the positions are to be filled and the employees submit written requests to be considered for the position(s). This option may be exercised only if the vacant, regular full-time positions are within the same job classification and working job title; that is, the job duties of the part-time and full-time positions are the same. The Presiding Judge or designee may refuse to approve a transfer request of an employee who is under written notice that their work performance is not satisfactory. Should two or more part-time employees request the transfer, the Presiding Judge or designee will conduct a competitive process in accordance with existing policies and procedures.

11.2 Voluntary Reduction - A regularly appointed employee may be reduced to a lower class upon their written request stating their reason for such requested reduction, if the request is approved by the Presiding Judge or designee and advance notice is provided to the Seattle Human Resources Director. Such reduction will not displace any regular employee or any probationary employee.

11.2.1 An employee so reduced will be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 11.3.5. Upon a showing that the reason for such voluntary reduction no longer exists, the Presiding Judge or designee may restore the employee to their former status with advance notice to the Seattle Human Resources Director.

11.3 Layoff - Layoff will be defined as the interruption of employment and suspension of pay of any regular or probationary employee because of lack of work, lack of funds or through reorganization. Reorganization when used as a criterion for layoff will be based upon a specific policy decision by legislative authority to eliminate, restrict or reduce functions or funds of a particular department.

11.3.1 Employees within a given class in a department will be subject to layoff in accordance with the following order:

(1) Temporary or intermittent employees not earning service credit;

(2) Probationary employees (except as their layoff may be affected by military service during probation);

(3) Regular employees in order of their length of service, the one with the least amount of service being laid off first.

11.3.2 The Employer may layoff out of the order set forth within Section 11.3.1 for the following reason:

Upon showing by the Court Administrator that the operating needs of the department require a special experience, training, or skill.

11.3.3 The Employer will notify the Union and the affected employee in writing at least two (2) weeks in advance whenever possible, when a layoff is imminent within the bargaining unit. However, in the event of a temporary layoff of less than fifteen (15) days, no advance notice need be provided to either the Union or the laid-off employee.

11.3.4 At the time of layoff, a regular employee or a promotional probationary employee will be given an opportunity to accept reduction to the next lower class in a series of classes in their department or they may be transferred as provided in Section 11.1.2(3). An employee so reduced will be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 11.3.5.

11.3.5 For purposes of layoff, service credit in a class for a regular employee will be computed in that class and will be applicable in the department in which employed as follows:

(1) After completion of the probationary period, service credit will be given for employment in the same, equal or higher class, including service in other departments and will include temporary or intermittent employment in the same class under regular appointment prior to permanent appointment.

(2) A regular employee who receives an appointment to a position exempt from Civil Service will be given service credit in the former class for service performed in the exempt position.

(3) Service credit will be given for previous regular employment of an incumbent in a position which has been reallocated and in which they have been continued with recognized standing.

(4) Service credit will be given for service prior to an authorized transfer.

(5) Service credit will be given for time lost during:

- Jury Duty;
- Disability incurred in line of service;
- Illness or disability compensated for under any plan authorized and paid for by the Employer;
- Service as a representative of a Union affecting the welfare of employees;
- Service with the armed forces of the United States, including but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

11.3.5.1 Service credit for purposes of layoff will not be recognized for the following:

(1) For service of a regular employee in a lower class to which they have been reduced and in which he/she has not had regular standing, except from the time of such reduction.

(2) For any employment prior to a separation from the service other than by a resignation which has been withdrawn within sixty (60) days from the effective date of the resignation and bears the favorable recommendation of the Presiding Judge and is approved by the Seattle Human Resources Director.

(3) For service of a regular employee while in a lower class prior to the time when they were transferred or promoted to a higher class.

11.4 Recall - The names of regular employees who have been laid off or when requested in writing by the Presiding Judge, probationary employees who have been laid off, will be placed upon a reinstatement recall list for the same class and for the department from which laid off for a period of one (1) year from the date of layoff.

11.4.1 Upon request of the Presiding Judge, the Seattle Human Resources Director may approve the certification of anyone on such a reinstatement recall list as eligible for appointment on an open competitive basis in the department requesting certification.

11.4.2 Anyone on a reinstatement recall list who becomes a regular employee in the same class in another department will lose their reinstatement rights in their former department.

11.4.3 Anyone accepting a permanent appointment in the class from which laid off and, in a department, other than that from which they were laid off will not be certified to their former department unless eligibility for that department is restored.

11.4.4 Refusal to accept permanent work from a reinstatement recall list will terminate all rights granted under this Agreement; provided however, no employee will lose reinstatement eligibility by refusing to accept appointment in a department other than the one from which the employee was laid off.

11.4.5 If a vacancy is to be filled in a given department and a reinstatement recall list for the classification for that vacancy contains the names of eligible employees who were laid off from that classification, the following will be the order of certification:

(1) Regular employees from the department having the vacancy in the order of their length of service. The regular employee on such list who has the most service credit will be first reinstated.

(2) Probationary employees laid off from the department having the vacancy without regard to length of service. The names of these probationary employees upon the reinstatement recall list will be certified together.

(3) Regular employees laid off from the same classification in *another* City department and regular employees on a layoff transfer list. The regular employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 10, Section 10.4 will apply.

(4) Probationary employees laid off from the same classification in another City department and probationers on the layoff transfer list without regard to length of service. The names of these probationary employees upon the reinstatement recall list will be certified together.

The Employer may recall laid-off employees out of the order described above upon showing by the Presiding Judge or designee that the operating needs of the Court require such experience, training or skill. The Union agrees that employees from other bargaining units whose names are on the reinstatement recall list for the same classifications will be considered in the same manner as employees of this bargaining unit provided the Union representing those employees has agreed to a reciprocal right to employees of this bargaining unit. Otherwise, this Section will only be applicable to those positions that are covered by this Agreement.

11.4.5.1 The Employer reserves the right to implement a recall procedure for all employees in the non-uniformed classified service as described in Section 11.4.5, Subparts (1), (2), (3), and (4) on a Citywide basis. In the event and at such time that the Employer implements such a procedure on a Citywide basis, the procedure set forth in Section 11.4.5 will no longer be restricted only to those positions which are covered by this Agreement but will cover all positions within the non-uniformed classified service.

11.4.6 Nothing in this Article will prevent the reinstatement of any regular employee or probationary employee for the purpose of transfer to another department, either for the same class or for voluntary reduction in class as provided in this Article.

11.5 The City agrees to support employees facing layoff by providing the Project Hire program during the term of this Agreement. If a Department is hiring in a position for which the employee is qualified, and if no business reason would otherwise make the employee unsuitable for employment, the employee will be interviewed for the vacancy. This provision does not create any guarantee or entitlement to any position. The Project Hire guidelines apply.

ARTICLE 12 - MEDICAL CARE, DENTAL CARE, LIFE, AND LONG TERM DISABILITY INSURANCE

12.1 Medical, Dental, and Vision Care - Effective January 1, 2023, the Employer will provide medical, dental, and vision plans (with Kaiser Standard, Kaiser Deductible, Aetna Traditional, Aetna Preventative and Delta Dental of Washington as self-insured plans, and Dental Health Services and Vision Services Plan) for all regular employees (and eligible dependents) Said plans, changes thereto and premiums will be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established by the parties to govern the functioning of said Committee.

12.1.1 New regular employees will be eligible for benefits the first month following the date of hire (or concurrent if hired on the first working day of the month).

12.1.2 Effective January 1, 1999, a Labor-Management Health Care Committee will be established by the parties. This Committee will be responsible for governing the medical, dental and vision benefits for all regular employees. This Committee will decide whether to administer other City provided insurance benefits.

12.1.3 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this agreement to negotiate the impact will not be to diminish existing benefit levels and/or to shift costs.

12.1.4 The City will pay up to one hundred seven percent (107%) of the average City cost of medical, dental and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above one hundred seven percent (107%) will be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City will pay eighty-five percent (85%) of the excess costs in healthcare and the employees will pay fifteen percent (15%) of the excess costs in healthcare.

12.1.5 Effective January 1, 1999, a Health Care Rate Stabilization Fund will be established for utilization in the second year of the contract and beyond with initial funding in the amount of Three Hundred Thousand Dollars ($300,000). The initial funding will be in addition to any excess premium revenues or refunds that may become available and that are placed in the Rate Stabilization Fund. The Stabilization Fund is dedicated to either enhance medical, dental and vision benefits or help cover related costs.

12.2 Life Insurance - The Employer will offer a voluntary Group Term Life Insurance option to eligible employees. The employee will pay sixty percent (60%) of the monthly premium and the Employer will pay forty percent (40%) of the monthly premium at a premium rate established by the Employer and the carrier. Premium rebates received by the Employer from the voluntary Group Term Life Insurance option will be administered as follows:

12.2.1 Commencing with the signing of this Agreement, future premium rebates will be divided so that forty percent (40%) can be used by the Employer to pay for the Employer's share of the monthly premiums, and sixty percent (60%) will be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employee's share of the monthly premiums or for life insurance purposes otherwise negotiated.

12.2.2 The Employer will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.

12.3 Long Term Disability - The Employer will provide a Long-Term Disability (LTD) insurance program for all eligible employees for occupational and non-occupational accidents or illnesses. The Employer will pay the full monthly premium cost of a base plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first six hundred sixty-seven dollar ($667.00) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum $8,333.00 per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan will be further and more fully defined in the plan description issued by the Standard Insurance Company.

12.3.1 During the term of this Agreement, the Employer may, at its discretion, change or eliminate the insurance carrier for any long-term disability benefits covered by Section 12.3 and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level will remain substantially the same.

12.3.2 The maximum monthly premium cost to the Employer will be no more than the monthly premium rates established for calendar year 2019 for the base plan; provided further, such cost will not exceed the maximum limitation on the Employer's premium obligation per calendar year as set forth within this Section.

12.4 Long Term Care - The Employer may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.

ARTICLE 13 - RETIREMENT

13.1 Pursuant to Ordinance 78444 as amended, all employees will be covered by the Seattle City Employees Retirement System.

13.2 Effective January 1, 2017 consistent with Ordinance No. 78444, as amended, the City will implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

ARTICLE 14 - GENERAL CONDITIONS

14.1 Union Visitation - The Union Representative may, after proper notification to the Court Administrator or the Human Resources Manager, visit the work location of employees covered by this Agreement at any reasonable time during working hours. The Union Representative will limit their activities during such visits to matters relating to this Agreement. Such visits will not interfere with work functions of the department. Court work hours will not be used by employees and/or the Union Representative for the conduct of Union business or the promotion of Union affairs other than stated above.

14.1.1 Where allowable and after prior arrangements have been made, the Employer may make available to the Union, meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the department.

14.2 Union Shop Stewards - Immediately after appointment of its shop steward(s), the Union must furnish the City Director of Labor Relations and the Court Administrator with a list of those employees who have been designated as shop stewards. Failure to do so will result in non-recognition by the Employer of the appointed shop stewards. Such list will also be updated as needed. Shop stewards will be regular full-time employees and will perform their regular duties as such but will function as the Union's representative on the job solely to inform the Union of any alleged violations of this Agreement and process grievances relating thereto. The shop steward will be allowed reasonable time, at the discretion of the Employer, to process contract grievances during regular working hours.

14.2.1 Shop stewards will not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement, but under no circumstances will shop stewards interfere with orders of the Employer or change working conditions.

14.3 Bulletin Board - The Employer will provide bulletin board space for the use of the Union in an area accessible to employees covered by this Agreement; provided however, that said space will not be used for notices which are controversial or political in nature. All material posted by the Union will be officially identified as Public, Professional & Office-Clerical Employees and Drivers, Local Union No. 763.

14.4 Correction of Payroll Errors – In the event it is determined there has been an error in an employee's paycheck, an underpayment will be corrected within two pay periods, and upon written notice an overpayment will be corrected as follows:

A. If the overpayment involved only one paycheck;

1. By payroll deductions spread over two pay periods; or

2. by payments from the employee spread over two (2) pay periods.

B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than Twenty-five Dollars ($25) per pay period.

C. If an employee separates from the Employer's service before an overpayment is repaid, any remaining amount due the Employer will be deducted from their final paycheck(s).

D. By other means as may be mutually agreed between the Employer and the employee. The Union representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

14.5 Investigatory Interviews - When an employee is required by the Employer to attend an interview conducted by the Employer for purposes of investigating an incident which may lead to discipline/discharge of that employee because of that particular incident, the employee will have the right to request that they be accompanied at the investigatory interview by a representative of the Union. If the employee makes such a request, the request will be made to the Employer representative conducting the investigatory interview. The Employer, when faced with such a request, may:

(1) Grant the employee's request, or

(2) Deny the employee's request but, in doing so, stop and/or cancel the investigatory interview.

Any such interview(s) will occur within fifteen (15) working days of the onset of an investigation.

14.5.1 In construing this Section, it is understood that:

(1) The Employer is not required to conduct an investigatory interview before disciplining or discharging an employee.

(2) The Employer does not have to grant an employee's request for Union representation when the meeting between the Employer and the employee is not investigatory, but is solely for the purpose of informing an employee of a disciplinary/discharge decision that the Employer has already made relative to that employee.

(3) The employee must make immediate arrangements for Union Representation when their request for representation is granted. As long as a Union representative is available to attend an investigatory interview, management is not required to postpone the interview to accommodate an employee's request for a specific Union representative.

(4) An employee will attend investigatory interviews scheduled by the Employer at reasonable times and reasonable places.

14.5.1.1 The Court will make every effort to complete disciplinary investigations within ninety (90) calendar days after the Court's discovery of an occurrence that may be grounds for discipline. When a disciplinary investigation cannot be completed within ninety (90) days, the Court will notify the Union of the reasons for needing additional time and the anticipated completion date of the investigation.

14.6 Disciplinary Actions – In order of increasing severity, disciplinary actions that the Court may take against an employee include verbal warning, written warning, suspension, demotion, and/or discharge. Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct.

14.6.1 In cases of suspension, demotion or discharge, the specified charges and duration, where applicable, of the action will be furnished to the employee in writing at the time the action became or becomes effective. An employee may be suspended for just cause pending a demotion or discharge.

14.6.2 A copy of disciplinary action notices involving suspension, demotion, or discharge will be sent to the Union at the time they are issued. However, failure to do so will not negate the disciplinary action.

14.6.3 The parties agree that in their respective roles primary emphasis will be placed on preventing situations requiring disciplinary actions through effective employee/management relations. The primary objective of discipline will be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the Court may take against an employee include:

A. Verbal warning,
B. Written reprimand,
C. Suspension,
D. Demotion, or
E. Termination

14.6.4 Which disciplinary action is taken depends upon the circumstances, including the seriousness of the employee's misconduct.

14.6.5 Provided the employee has received no further or additional discipline in the intervening period, a verbal warning or written reprimand may not be used for progressive discipline after two (2) years other than to show notice of any rule or policy at issue.

14.6.6 Discipline that arises as a result of a violation of workplace policies or City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence will not be subject to Article 14.6.5.

14.7 Career Development - The Employer and the Union agree that employee career growth can be beneficial to both the Employer and the affected employee. As such, consistent with training needs identified by the Employer and the financial resources appropriated therefore by the Employer, the Employer will provide educational and training opportunities for employee career growth. Each employee will be responsible for utilizing those training and educational opportunities made available by the Employer or other institutions for the self-development effort needed to achieve personal career goals.

14.7.1 The Employer and the Union will meet periodically to discuss the utilization and effectiveness of Employer-sponsored training programs and any changes to same which pertain to employees covered by this Agreement. The Employer and the Union will use such meetings as a vehicle to share and to discuss problems and possible solutions to upward mobility of employees covered by this Agreement and to identify training programs available to employees covered by this Agreement.

14.8 Metro Passes – The City will provide a transit subsidy consistent with SMC 4.20.370.

14.8.1 Flexcar Program - If the City intends to implement a flex car program in a manner that would constitute a benefit for any employee(s) represented by a Union that is a member of the Coalition of City Unions, the parties agree to open negotiations to establish the elements of said program that are mandatory subjects of bargaining prior to program implementation.

14.8.2 Public Transportation and Parking - The City will take such actions as may be necessary so that employee costs directly associated with their City employment for public transportation and/or parking in a City owned facility paid through payroll deduction will be structured in a manner whereby said costs are tax exempt, consistent with applicable IRS rules and regulations. Said actions will be completed for implementation of this provision no later than January 1, 2003.

14.8.3 Parking Past Practice - In exchange for all of the foregoing, the Union hereby acknowledges and affirms that a past practice will not have been established obligating the City to continue to provide employee parking in an instance where employees were permitted to park on City property at their work location if the City sells the property, builds on existing parking sites, or some other substantial change in circumstance occurs. However, the City will be obligated to bargain the impacts of such changes.

14.9 Identification Badges - Picture identification badges may be issued to employees by the Employer, and if so, will be worn in a sensible but conspicuous place on the employee's person. The Employer will pay the replacement fee for a badge that is lost no more frequently than once in any eighteen (18) month period of time. Otherwise, if the badge is lost or mutilated by the employee, there will be a replacement fee of three dollars ($3.00) to be borne by the employee. The cost of replacing the badge damaged due to normal wear and tear will be borne by the Employer and will not be the responsibility of the employee.

14.10 Employee List - Once each calendar year, the Employer will provide the Union, upon its request, a list of employees within the bargaining unit, with the Court hire date, present classification and social security number of each employee.

14.11 Ethics and Elections Commission - Nothing contained within this Agreement will prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics, including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement, and as such, are not subject to the Grievance procedure contained within this Agreement. Records of any fines imposed, or monetary settlements will not be included in the employee's personnel file. Fines imposed by the Commission will be subject to appeal on the record to the Seattle Municipal Court.

14.11.1 In the event the Employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline will apply. No record of the disciplinary recommendations by the Commission will be placed in the employee's personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.

14.12 Ombud/OEO - The Employer and the Union encourage the use of the City's Alternative Dispute Resolution Program or other alternative dispute resolution (ADR) processes to resolve non-contractual workplace conflicts/disputes. Participation in the program or in an ADR is entirely voluntary and confidential.

14.13 Employee Discretionary Fund – A fund equivalent to twenty-one dollars ($21) per employee per year will be established; provided however, that any unspent fund dollars accumulated during the term of the current Agreement will not carry forward beyond the expiration date of the current Agreement. Such fund will be administered by a bargaining unit labor-management committee for unbudgeted training, equipment and/or other job-related needs.

14.14 Supervisors Files - Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250 and RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employees access to such files.

14.15 Employee Participation in Contract Negotiations – The parties to this Agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective August 18, 2004, employees who participate in bargaining as part of the Union's bargaining team during the respective employee's work hours will remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

1. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations will not be applicable to this provision;

2. No more than an aggregate of one hundred fifty (150) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, will be authorized under this provision;

3. If the aggregate of one hundred fifty (150) hours is exceeded, the Union will reimburse the City for the cost of said employee(s) time, including any associated overtime costs.

14.16 Mileage Reimbursement - An employee who is required by the City to provide a personal automobile for use in City business will be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes. The 2024 reimbursement rate is sixty seven cents (.67₡)for all miles driven in the course of City business.

The cents per mile mileage reimbursement rate set forth above will be adjusted up or down to reflect the current rate.

14.17 Safety Standards – All work will be done in a competent and safe manner, and in accordance with the State of Washington Safety Codes. Where higher standards are specified by the Employer than called for as minimum by state codes, Employer standards will prevail.

14.17.1 At the direction of the Employer, it is the duty of every employee covered by this Agreement to comply with established safety rules, promote safety and to assist in the prevention of accidents. All employees covered by this Agreement are expected to participate and cooperate in the overall Safety program of the Court.

14.17.2 The Employer will provide safe working conditions in accordance with W.I.S.H.A. and O.S.H.A.

14.17.3 Employee-elected members of the departmental safety committee will attend such safety committee meetings with no loss in pay.

14.17.4 The Employer and the Union are committed to maintaining a safe work environment. The Employer and the Union will determine and implement mechanisms to improve effective communications between the Employer and the Union regarding safety and emergency-related information. The Employer will communicate emergency plans and procedures to employees and the Union.

14.17.5 Safety Committee: The Union will be notified in advance and included in any processes that are used to determine employee membership on all departmental, divisional, and sectional Safety Committees. Union notification and engagement protocols will be facilitated through department labor management committees.

14.17.6 Citywide Health and Safety Committee - The Employer and the Coalition of City Unions ("CCU") shall form a City-wide health and safety committee. CCU member unions shall appoint no more than ten (10) members of the committee. The Employer shall appoint a maximum of 10 members to the committee. The committee shall convene at least quarterly. The Parties may meet more frequently by mutual agreement. Departmental Health and Safety Committee: Each City department will form joint safety committees in accordance with WISHA requirements at each permanent work location where there are eleven (11) or more employees. Where there is need, safety

committees may also be formed at division levels, and/or unit levels, however these shall not replace the departmental safety committee.

When setting up safety committee elections, a department will notify the unions represented at that location and the union shall have 14 days to provide the City with a list of union appointed members proportionate to their representation at the location. Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the appropriate Appointing Authority for review and action, as necessary. The Appointing Authority or designee will report follow-up action/information to the Safety Committee.

Employee Workplace Safety - The City shall make reasonable efforts to provide an environment free from violence, harassment and other hazardous conditions When the Union or employee(s) report a hazardous conditions in the City operated workplace, the City shall conduct a risk assessment to identify potential hazards and make efforts to mitigate any findings. Both the risk assessment and mitigation plan will be shared with the impacted labor Unions.

Recognizing the health and safety impacts of climate change to workers and the community, City Departments shall follow OSHA/WISHA guidelines and recommendations in order to create written worksite safety plans to prevent heat-related illness and ensure emergency preparedness for employees in the event of extreme outdoor heat.

Ergonomic Assessments - At the request of an employee, the Employer will ensure that an ergonomic assessment of the employee's workplace is completed in City facilities. Solutions to identified issues/concerns will be implemented within available resources.

Air Quality Assessments - Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with the safety committee section above.

Pandemic Health and Safety - The City will follow guidelines as set by the CDC and local Public Health entities with regard to any pandemic or disease outbreak.

14.18 Ethical Standards for Court Employees - The Court and the Union recognize that the holding of employment in the court system is a position of public trust. The Court is a unique organization. By definition we are an institution that stands for laws, accountability and consistency. To this point, more than other workplaces, the court can only employ individuals who demonstrate the highest standards of honesty, integrity and ethics. Thus, all court employees must observe the highest standards of ethical conduct as outlined by the Seattle Municipal Court's Code of Conduct and the City of Seattle's Code of Ethics. Regardless of bargaining unit status, all employees are expected to carry out their duties professionally and with a high level of integrity.

14.19 Criminal Background Investigations - In accordance with past practice, the Court will conduct background checks upon hiring of all employees. Employment will be contingent on the results of such background check. If the background investigation on any newly hired employee reveals any record of arrest or conviction, the Court will address the matter in accordance with established Court policy and Criminal Justice Information System (CJIS) requirements.

In addition, the Court will conduct background investigations of all employees every three years. If the background investigation on an employee reveals any record of arrest or conviction, the Court will address the matter in accordance with established Court policy and Criminal Justice Information System (CJIS) requirements.

If the Court places an employee on a non-disciplinary unpaid leave solely because they have been denied access to the CJIS system and pending a just cause determination, the Court will not challenge any unemployment compensation claim filed by the employee unless and until the Court decides to take disciplinary action.

14.20 The Union and the City agree to the following:

A. For the duration of this agreement, the City and the Coalition agree to re-open each collective bargaining agreement, upon receipt by a Coalition Union of a demand by the City, for the following mandatory subjects of bargaining:

1. A re-opener on impacts of changes to the Affordable Care Act;

2. Changes arising from or related to the Washington Paid Family and medical Leave Program (Title 50A RCW) including, but not limited to, changes to the City's current paid leave benefit which may arise as a result of final rulemaking from the State of Washington, which may include changes to the draw down requirements associated with the City's Paid Family and Parental Leave programs;

3. For the duration of the agreement, the Coalition agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Race and Social Justice Initiatives (RSJI) efforts; and

4. For the duration of the agreement, the Coalition agrees to open negotiations to modify Personnel Rule 10.3.3 to include current employees in the City's criminal background check policy.

14.21 Change Team - No later than sixty (60) days after the full ratification of this Agreement, Parties agree to initiate interest-based bargaining (IBB) on the subject of Change Team co-lead compensation, workload balance, and workplace protections. The Parties further agree that both the Director of Human Resources

or designee(s), equal numbers of management and labor representatives and up to six (6) members of department Change Teams will be members of the IBB negotiation team. Upon completion of IBB, the Parties may agree by mutual consent to reopen this Agreement to incorporate agreed upon language. The Parties acknowledge that any new or modified language developed in IBB may need parameter approval from the LRPC and adoption by the Seattle City Council in order to be enforceable.

14.22 Dependent Care Task Force - The City and the Coalition of City Unions recognize a common interest in supporting employees by increasing access to safe, affordable, and quality dependent care services.

To meet this interest, the Parties will convene a joint Task Force to study options for a possible child and dependent care benefit program, including the possibility of a multi-employer dependent care voucher program. The joint Task Force shall be made up of equal numbers of labor representatives and representatives of the City.

The Task Force assessment should include an analysis of the need for dependent care by City employees, affordability, quality, location of child and adult care providers, and the administrative infrastructure needed to oversee the program. The assessment should also include an analysis of the costs and benefits of a dependent care benefit program and possible revenue sources such as the potential excess Health Insurance Rate Stabilization Fund. By mutual agreement, the Task Force may consult with outside experts to help with the assessment.

The Task Force shall provide a written report, with its analysis and recommendations, no later than end of year 2024.

ARTICLE 15 - LABOR-MANAGEMENT COMMITTEES

15.1 Labor-Management Committee - The Employer and the Union will establish a joint Labor-Management Committee consisting of five (5) representatives of the Union, including the Business Representative, and five (5) representatives of the Employer, including the Director of Labor relations or their representative. The purpose of this Committee will be to deal with matters of general concern to the Union and the Employer, as opposed to individual complaints of employees; provided however, the Labor-Management Committee will function in a consultive capacity and will not be considered a collective bargaining forum nor a decision-making body. Either the Union representatives or the Employer representatives may initiate a discussion of any subject of a general nature affecting employees covered by this Agreement. The party requesting a meeting will do so in writing listing the issues to be discussed.

15.2 Labor-Management Leadership Committee - The Labor-Management Leadership Committee will be a forum for communication and cooperation between labor and management to support the delivery of high-quality, cost-effective service to the citizens of Seattle while maintaining a high-quality work environment for City employees. The management representatives to the Committee will be determined in accordance with the Labor-Management Leadership Committee Charter. The Coalition of City Unions will appoint a minimum of six (6) labor representatives and a maximum equal to the number of management representatives on the Committee. The Co-Chairs of the Coalition will be members of the Leadership Committee.

15.3 Employment Security - Labor and management support continuing efforts to provide the best service delivery and the highest quality service in the most cost-effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing workplace issues, including administrative and service delivery productivity, efficiency, quality controls, and customer service. Labor and management agree that in order to maximize participation and results from the Employee Involvement Committees ("EICs"), no one will lose employment or equivalent rate of pay with the City of Seattle because of efficiencies resulting from an EIC. In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate their rights under this employment security agreement.

15.4 Sick Leave Donation Program – A Labor Management Committee will be established for the purpose of proposing rules and procedures for a new program. The LMC will convene to develop consistent, transparent and equitable proposals for processes across all departments within the City. The LMC will also explore proposals to lower the minimum leave bank required to donate sick leave and permit donation of sick leave upon separation from the City. The LMC must consult with the Office of Civil Rights to ensure compliance with the City's Race and Social Justice Initiative. Once the LMC has developed its list of proposals, the City and Coalition of City Unions agree to reopen each contract on this subject.

15.5 Shared Sick Leave Pool - The City will standardized the current sick leave transfer("donation") program across all City departments through the following actions:

1. Standardization of:
    a. Forms
    b. Processing templates
    c. FAQs
    d. Interdepartmental donation of sick leave
2. Anonymizing sick leave requests for potential recipients
3. Anonymizing sick leave donations from contributors

The intent of the program is to create a mandatory and uniform system that will function across departments as the established protocol for all sick leave donation requests and donations. The City agrees to perform this standardization using a Labor-Management Committee ("LMC") meeting, which will work in consultation with appropriate subject matter experts ("SMEs"), including but not limited to Seattle Human Resources, FAS Citywide Payroll and Business Systems, ITD HRIS and Race and Social Justice SMEs. The City further agrees to convene the LMC no later than 90 days from execution of this Agreement and to meet no less than monthly on the standardization process beginning in the month following the initial convening of the LMC.

15.6 Supplemental Leave Pay Utilization (SPFML) - Employees receiving SPFML may use any of their accrued paid and/or granted leave ("leave") to supplement the SPFML benefit payment, up to 100% of their weekly salary paid by the City of Seattle. The use of such leave to augment the SPFML benefit shall be called "supplemental leave pay." Use of Leave by an employee to supplement SPFML is strictly voluntary. The City cannot require an employee to use accrued Leave to supplement SPFML benefits.

Supplemental Leave Pay Utilization Process:

1. Leave for the purposes of this proposal, is defined as all accrued and/or granted leave as set forth and defined in the City of Seattle Municipal Code Title 4 (Personnel) Sections 4.24 through 4.34 (vacation, sick leave, floating, merit, comp time, executive, etc.).

2. Supplemental leave pay may be accessed starting the first pay period after the City has received the final SPFML claim determination notice from the Washington State Employment Security Department ("ESD").

3. Supplemental Leave Supplemental leave can be used by employees based on the date range signified in the SPFML eligibility letter. For instances in which that date has passed, employees can submit time sheet correction requests to add the use of supplemental leave, as defined above. No time sheet corrections or reactivity shall be applied to any date or SPFML prior to the execution of this Agreement.

4. The use of supplemental leave to "top-up" an employee's SPFML benefit shall not exceed the amount of accrued and/or granted leave the employee has available in their balances.

5. The use of accrued and/or granted paid leave to supplement the SPFML benefit will be available in 15 minute increments, except for when the accrued and/or granted paid Leave the employee requests to be used to supplement the SPFML must be used in full day increments as specified by a given collective bargaining agreement or by City code or Personnel rules (e.g. personal holidays), and then shall be only available in full-day increments.

6. An employee must have already accrued the paid/granted leave they seek use for the pay period in which they seek to use it.

7. It is the employee's responsibility for determining whether they have the accrued and/or granted leave they seek to use in a given pay period to supplement the SPFML.

ARTICLE 16 - WORK STOPPAGES AND JURISDICTIONAL DISPUTES

16.1 Work Stoppages - The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all Employer services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement will not cause or engage in any work stoppage, strike, slow down or other interference with Employer functions. Employees covered by this Agreement who engage in any of the foregoing actions may be subject to such disciplinary actions as may be determined by the Employer.

16.2 Jurisdictional Disputes - Any jurisdictional dispute which may arise between any two (2) or more labor organizations holding current collective bargaining agreements with the Employer will be settled in the following manner:

(1) A Union which contends a jurisdictional dispute exists will file a written statement with the Employer and other affected Unions describing the substance of the dispute.

(2) During the thirty (30) day period following the notice described in Section 16.2 (1), the Unions along with representatives of the Employer will attempt to settle the dispute among themselves, and if unsuccessful, will request the assistance of the Washington State Public Employment Relations Commission.

ARTICLE 17 - RIGHTS OF MANAGEMENT

17.1 The right to hire, promote, discipline and discharge for just cause, improve efficiency, and determine the work schedules and location of the Employer's headquarters are examples of management prerogatives. The Employer retains its right to manage and operate its departments except as may be limited by the express provisions of this Agreement.

17.2 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the Employer, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the Employer's right to determine the methods, processes and means of providing municipal services; the right to increase, diminish or change operations, in whole or in part; the right to determine municipal equipment, including the introduction of any and all new, improved or automated methods or equipment; and the assignment of employees to a specific job within the bargaining unit in accordance with their job classification or title.

17.3 The Union recognizes the Employer's right to establish and/or revise performance evaluation system(s). Such system(s) may be used to determine acceptable performance levels, prepare work schedules and measure the performance of employees. In establishing new and/or revising existing evaluation system(s), the Employer will meet prior to implementation with the Labor-Management Committee to jointly discuss such performance standards.

17.4 The Employer agrees that performance standards will be reasonable.

17.5 The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for bargaining unit work on a short-term, temporary basis under the following guidelines: (1) required expertise is not available within the City work force, or (2) the occurrence of peak loads above the work force capability.

Determination as to (1) or (2) above will be made by the Presiding Judge, Prior to approval by the Presiding Judge to contract out work under this provision, the Union will be notified thirty (30) days prior to the start of any new contract or as soon as the department is aware of the need to contract the work. The Presiding Judge will make available to the Union upon request :

1. A detailed justification for the proposed contracting;
2. A labor force analysis demonstrating why the current workforce cannot complete the work;
3. The location where the work will be performed;
4. A description of the work to be contracted;

5. The estimated duration and amount of the contract;
6. The intended start date; and
7. The date the work must be completed, if applicable.

The City will, during its budget process, review the use of contractors in the terms of nature of work, the duration, and the number of hours of contractor work being performed in conjunction with effected union(s). Based on the review, if the City and Union(s) determine(s) there is an ongoing need, the parties will, in good faith, collaboratively determine whether the circumstances warrant the proposal of additional regular positions.

The Union may grieve contracting out for work as described herein, if such contract involves work normally performed by employees covered by this Agreement.

ARTICLE 18 - SUBORDINATION OF AGREEMENT

18.1 The parties hereto and the employees of the Employer are governed by the provisions of applicable federal law, state law, and the City Charter. When any provision thereof conflicts with the provisions of this Agreement, the provisions of said federal law, state law, or City Charter are paramount and will prevail.

18.2 The parties hereto and the employees of the Employer are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE 19 - ENTIRE AGREEMENT

19.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement will add to or supersede any of its provisions.

19.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically referred to or covered in this Agreement.

ARTICLE 20 - GRIEVANCE PROCEDURE

20.1 Any dispute between the Employer and the Union concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement will be deemed a contract grievance.

An employee at any time may present a grievance to the City and have such grievance adjusted without the intervention of the Union, if the adjustment is not inconsistent with the expressed terms of this Agreement and if the Union has been given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance.

20.1.1 Reclassification grievances will be processed per Section 20.10.

20.1.2 Grievances regarding suspension, demotion, and termination must be filed at Step 3 of the grievance procedure within thirty (30) calendar days of the Union's receipt of the discipline letter.

20.2 A contract grievance in the interest of a majority of the employees in the bargaining unit will be reduced to writing by the Union and may be introduced at Step 2 of the contract grievance procedure within thirty (30) calendar days of the alleged violation.

20.3 As a means of facilitating settlement of a contract grievance, either party may include an additional member at its expense on its committee. If at any Step in the contract grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.

20.4 Failure by an employee or the Union to comply with any time limitation of the procedure in this Article will constitute withdrawal of the grievance; provided however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

20.5 Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.

20.6 A contract grievance will be processed in accordance with the following procedure:

20.6.1 Step 1 - A contract grievance will be verbally presented by the Union representative to the Manager of the aggrieved employee within twenty (20) business days of the alleged contract violation. The parties will make every effort to settle the contract grievance at this stage promptly. The Manager will verbally answer the grievance within ten (10) business days after discussion of the alleged contract grievance with the Union representative. If the grievance was presented by the employee, the Manager will also provide the Union with notification of the response to the grievance.

20.6.2 Step 2 - If the contract grievance is not resolved as provided in Step 1, or if the contract grievance is initially submitted at this Step pursuant to Section 20.2, it will be reduced to written form, which will include identification of the Section(s) of the Agreement allegedly violated and the violation. The Union will forward the written contract grievance to the Division Director with copies to the Court Administrator and Court Human Resources Manager within ten (10) business days after the Step 1 answer.

With Mediation

At the time the aggrieved employee and/or the Union Representative submits the grievance to the Division Director, the Union or the aggrieved employee or the Division Director may submit a written request for voluntary mediation assistance, with a copy to the Office of the Employee Ombud (OEO) Coordinator, the City Director of Labor Relations and the Union Representative. If the OEO Coordinator determines that the case is in line with the protocols and procedures of the OEO process, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, the OEO Coordinator or their designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Union Representative and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties will sign. An executed copy of the settlement agreement will be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union Representative. The relevant terms of the settlement agreement will be provided by the parties to the department's designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the Division Director and the Union Representative will be so informed by the OEO Coordinator.

The parties to a mediation will have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the collective bargaining agreement or to create a precedent regarding the interpretation of the collective

bargaining agreement or to apply the settlement agreement to any circumstance beyond the explicit dispute applicable to said settlement agreement.

If the grievance is not resolved through mediation, the Division Director and/or their designee will thereafter convene a meeting within ten (10) business days after receipt of notification that the grievance was not resolved through mediation between the Union Representative and aggrieved employee, together with the Human Resources Manager, Section Manager and any other members of management whose presence is deemed necessary to a fair consideration of the alleged contract grievance. The Division Director and/or their designee will give a written answer to the Union within ten (10) business days after the contract grievance meeting.

Without Mediation

The Division Director and/or their designee will thereafter convene a meeting within ten (10) business days between the Union Representative and aggrieved employee, together with the Court Administrator, Section Manager and any other members of management whose presence is deemed necessary to a fair consideration of the alleged contract grievance. The Division Director and/or their designee will give a written answer to the Union within ten (10) business days after the contract grievance meeting.

20.6.3 Step 3 - If the contract grievance is not resolved as provided in Step 2, the written contract grievance defined in the same manner as provided in Step 2, will be forwarded within ten (10) business days after the Step 2 answer to the City Director of Labor Relations and the Court Administrator, with copies to the Court Human Resources Manager and the Division Director. The City Director of Labor Relations and the Court Administrator will determine which entity, the Court or the City, has authority to resolve the grievance at Step 3. The Court and the City will resolve any conflict over which entity has authority to resolve a grievance in accordance with the Letter of Agreement between the Court and the City dated December 10, 2004, a copy of which has been provided to the Union. The timelines for Step 3 will be extended for up to 30 days, if necessary, to resolve any such conflict.

Mediation can be requested at Step 3 in the same manner as outlined in Step 2. The grievance must be filed in the time frame specified in Step 3 and responded to in the time frame specified in Step 3 after receipt of notification from the OEO Coordinator that the grievance was not resolved through mediation.

For grievances under Court authority, the Court Administrator or their designee will investigate the alleged contract grievance and, if deemed appropriate, they will convene a meeting between the appropriate parties within ten (10) business days. The Court Administrator will thereafter give the Union an answer in writing ten (10) business days after receipt of the contract grievance or the meeting between the parties, with a copy going to Labor Relation Director.

For grievances under City authority, The Director of Labor Relations or their designee shall investigate the grievance and they shall convene a meeting between the appropriate parties. They shall thereafter make a confidential recommendation to the affected department head who shall in turn give the Union a detailed answer in writing ten (10) business days after receipt of the grievance or the meeting between the parties.

20.6.4 Step 4 – Grievances under City Authority. If the contract grievance is not settled in Step 3, the Union may submit any grievance under City authority to arbitration within twenty (20) business days after the Employer's answer in Step 3. All grievances under Court authority are covered under Section 20.6.5 below.

Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to binding arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of notification from the ADR Coordinator that the grievance was not resolved in mediation.

The notice of arbitration will be filed with the City Director of Labor Relations with copies to the Court Administrator, Presiding Judge and Court Human Resources Manager, and will include the following information:

- Identification of Section(s) of Agreement allegedly violated.
- Nature of the alleged violation.
- Question(s) which the arbitrator is being asked to decide.
- Remedy sought.

Within ten (10) business days thereafter, the City Director of Labor Relations or their designee will schedule a meeting or confer with the Union to select an arbitrator. If the Employer and the Union are unable to agree upon an arbitrator within five (5) business days after they first meet to determine such an appointee, the Union will request the Federal Mediation and Conciliation Service (FMCS) to provide a list of nine (9) arbitrators from which the parties may select one.

20.6.5 Step 4 – Grievances under Court Authority. If the contract grievance is not settled in Step 3, the Union may submit the grievance to arbitration within twenty (20) business days after the Employer's answer in Step 3.

Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of notification from the OEO Coordinator that the grievance was not resolved in mediation.

The notice of arbitration will be filed with the City Director of Labor Relations and the Court Administrator, with copies to the Presiding Judge and Court Human Resources Manager, and will include the following information:

- Identification of Section(s) of Agreement allegedly violated.
- Nature of the alleged violation.
- Question(s) which the arbitrator is being asked to decide.
- Remedy sought.

Within ten (10) business days thereafter, the City Director of Labor Relations or their designee will schedule a meeting or confer with the Union to select an arbitrator. If the Court and the Union are unable to agree upon an arbitrator within five (5) business days after they first meet to determine such an appointee, the Union will request the Public Employment Relations Commission (PERC), Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association to provide a list of nine (9) arbitrators from which the parties may select one.

20.7 The parties will abide by the award made in connection with any arbitrable difference. There will be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration.

20.8 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood that:

20.8.1 The arbitrator will have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement, and his power will be limited to interpretation or application of the express terms of this Agreement, and all other matters will be excluded from arbitration.

20.8.2 The decision of the arbitrator regarding any arbitrable difference will be final, conclusive and binding upon the Employer, the Union and the employees involved.

20.8.3 The cost of the arbitrator will be borne equally by the Employer and the Union. Each party will bear the cost of presenting its own case.

20.8.4 The arbitrator's decision will be made in writing and will be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.

20.9 In no event will this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance or Law; provided however, disciplinary action may be processed through the contract grievance procedure; provided further, an employee covered by this Agreement must upon initiating objections relating to disciplinary action use either the contract grievance procedure contained herein (with the Union processing the grievance) or pertinent Civil Service procedures regarding disciplinary appeals. In the event both a contract grievance and a Civil Service Commission appeal have been filed regarding the same disciplinary action, only upon withdrawal of the Civil Service Commission appeal may the grievance be pursued under this contract grievance procedure.

20.10 A reclassification grievance will be initially submitted by the Union in writing to the Director of Labor Relations with a copy to the Court Administrator, and the Court Human Resources Manager. The Union will identify in the grievance letter the name(s) of the grievant(s), their current job classification, the proposed job classification, and any other relevant information that will explain why the position should be reclassified. After initial submittal of the grievance, the procedure will be as follows:

(1) The grievant(s) will be required to submit a completed Position Description Questionnaire (PDQ) to the Director of Labor Relations within ninety (90) calendar days of the filing of the grievance. If the PDQ is not submitted with ninety (90) calendar days, the grievance will be deemed withdrawn. Upon receipt of the PDQ, the Director of Labor Relations or designee will notify the Union of such receipt and will provide a date (not to exceed six (6) months from the date of receipt of the PDQ) when a proposed classification determination report responding to the grievance will be sent to the Union. The Director of Labor Relations will provide notice to the Union when, due to unforeseen delays, the time for the classification review will exceed the six (6) month period.

(2) The Court Administrator, upon receipt of the proposed classification determination report from the Director of Labor Relations, will respond to the grievance in writing.

(3) If the grievance is not resolved, the Union may within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution:

A. The Union may submit the grievance to binding arbitration per Section 20.6.4, or

B. The Union may request the classification determination be reviewed by the Classification Appeals Board. The Classification Appeals Board will then convene a hearing and the Board will make a recommendation to the Seattle Human Resources Director within forty-five (45) calendar days of the appeal hearing. The Director of Labor Relations or designee will respond to the Union after receipt of the Seattle Human Resources Director's determination. If the Seattle Human Resources Director affirms the Classification Board recommendation, that decision will be final and binding and not subject to further appeal. If the Seattle Human Resources Director does not affirm the Classification Appeals Board decision and the grievance is thereby not resolved, the Union may submit the grievance to arbitration per Section 20.6.4.

20.11 Property Interest Discipline Grievance

A. The burden of proof in disciplinary procedures shall be upon the City.

B. Where an appointing authority or their designee imposes or intends to impose property level discipline a preliminary notice of discipline shall be given to the employee. This preliminary notice of discipline shall contain (a) charges; (b) general description of the alleged acts and/or conduct upon which the charge is based and (c) the penalty to be imposed. A copy of the preliminary notice of discipline shall be concurrently provided to the local Union office. Upon request of the Union, the City shall provide a complete copy of the investigation files in advance of any Loudermill hearing requested in advance of issuing the formal discipline. The Union may also request a meeting to review the investigation file with the City’s investigator. And Labor Relations. Both requests must be made timely, may not unduly delay the City’s disciplinary processes.

ARTICLE 21 – TEMPORARY EMPLOYMENT

21.1 Temporary workers in the following types of assignments will cease receiving premium pay at the time indicated and begin receiving wage progression and benefits as provided in SMC 4.20.055 D:

A temporary assignment is defined as one of the following types:

1. Position Vacancy - An interim assignment for up to one (1) year to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent.

2. Incumbent Absence - An interim assignment for up to one (1) year to perform work associated with a regularly budgeted position when the incumbent is temporarily absent.

3. Less than half-time assignment - For seasonal, on-call, intermittent or regularly scheduled work that may be ongoing or recur from year to year but does not exceed one thousand forty (1,040) hours per year except as provided by Personnel Rule 11.

4. Short-term assignment - An assignment of up to one (1) year to perform work in response to emergency or unplanned needs such as peak workload, special project, or other short-term work that does not recur and does not continue from year to year.

5. Term-limited assignment - An assignment to perform time-limited work of more than one (1) but not more than three (3) years for:

    a. Special time-limited project work that is clearly outside the routine work performed in the department and that requires skills and qualifications that are not typically used by the department; or
    b. Replacement of a regularly appointed employee who is assigned to special term-limited project work.
    c. Replacement of a regularly appointed employee whose absence of longer than one (1) year is due to disability time loss, military leave of absence, or authorized leave of absence for medical reasons.

A. Temporary employees covered by this agreement are eligible to apply for all positions advertised internally.

B. A temporary employee who has worked in an excess of five hundred (520) regular hours and who is appointed to a regular position in a Step Progression Pay Program without a break in service greater than thirty (30) days will have their temporary service toward salary placement, provided the service was in a job title corresponding to the same or higher classification in the same series as the regular appointment.

C. The parties agree that the City's Temporary Employment philosophy and practices will be part of the Labor Management Leadership Committee (LMLC) Workplan.

D. Effective December 25, 2019, temporary employees will be entitled to shift differential and overtime meal allowance.

21.1.1 Interim and short-term assignments after one thousand forty (1,040) regular straight time hours for the remainder of the assignment unless the Personnel Director determines that the assignment will terminate so imminently that the benefits package would be of minimal value to the worker.

21.1.2 Term-limited assignments starting with the first day and for the duration of the assignment.

21.1.3 Any assignment that the appointing authority has proposed be converted to regular position authority regardless of the number of hours worked.

21.2 All provisions expressed in Chapter 11.0 of the Personnel Rules will govern the utilization and management of temporary assignments except where they are inconsistent with the expressed terms of the collective bargaining agreement.

21.3 Temporary Employment - Temporary employees will be exempt from all provisions of this Agreement except Article 21, Temporary Employment; Article 3; 5.1.2; 5.4; 8.1; 8.1.8.7; 8.2; 8.8; and Article 20, Grievance Procedure; provided however, temporary employees will be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section. Where the provisions in Personnel Rule 11 do not conflict with the expressed provisions of this Agreement, the Personnel Rule 11 will apply and be subject to the grievance procedure as provided for in Article 20.

21.3.1 Temporary employees who are not in benefits-eligible assignments will be paid for all hours worked at the first Pay Step of the hourly rates of pay set forth within the appropriate Appendix "A" covering the classification of work in which he/she is employed. Temporary employees who are in a benefits-eligible assignment will receive step increases consistent with Article 4.3.1., 4.3.4., and 4.3.5.

21.3.2 Temporary Employee Premium Pay for Employees Who are not in Benefits-Eligible Assignments - Each temporary employee will receive premium pay as hereinafter set forth based upon the corresponding number of cumulative non-overtime hours worked by the temporary employee unless the employee is in a benefits-eligible assignment:

0001st hour through 0520th hour.....05% premium pay

0521st hour through 1040th hour.....10% premium pay

1041st hour through 2080th hour.....15% premium pay (If an employee worked 800 hours or more in the previous 12 months, they will receive 20% premium pay)

2081st hour + ...20% premium pay (If an employee worked 800 hours or more in the previous 12 months, they will receive 25% premium pay)

The appropriate percentage premium payment will be applied to all gross earnings.

21.3.2.1 Once a temporary employee reaches a given premium level, the premium will not be reduced for that temporary employee as long as the employee continues to work for the Employer without a voluntary break in service as set forth within Section 21.3.8. Non-overtime hours already worked by an existing temporary employee will apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the Employer may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.

21.3.2.2 The premium pay in Section 21.3.2 does not include either increased vacation pay due to accrual rate increases or the Employer's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage will be added on to the premium pay percentages for the temporary employee to whom it applies.

21.3.2.3 Cumulative sick leave with pay computed at the same rate and with all benefits and conditions required by Seattle Municipal Code Chapter 14.16 and other applicable laws, such as RCW 49.46.210 will be granted to all temporary employees not eligible for fringe benefits pursuant to Seattle Municipal Code subsection 4.20.055(C).

21.3.3 Employee Medical And Dental Eligibility for Temporary Employees Who are not in Benefits-Eligible Positions - Once a temporary employee has worked at least one thousand forty (1040) cumulative non-overtime hours and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, they may within ninety (90) calendar days thereafter elect to participate in the Employer's medical and dental insurance programs by agreeing to pay the required monthly premium. To participate the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or the Employer, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. After meeting the hours worked requirement, a temporary employee will also be allowed to elect this option during any subsequent open period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion will be dropped from Employer medical and dental coverage and will not be able to participate again while employed by the Employer as temporary. If a temporary employee's hours of work are insufficient for their pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

21.3.4 Holiday Work for Non-Benefits Eligible Temporary Employees - A temporary employee who works on any of the specific calendar days designated by the Employer as paid holidays will be paid at the rate of one and one-half (1 1/2) times his/her regular straight-time hourly rate of pay for hours worked during their scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1 1/2) times the employee's regular straight-time rate of pay will apply to those temporary employees who work on the weekend day specified as the holiday.

21.3.5 A temporary employee who is scheduled to work regularly or on and off throughout the year and who has worked two thousand eighty (2080) cumulative non-overtime hours without a voluntary break in service and who has also worked eight hundred (800) non-overtime hours or more in the previous twelve (12) months, may request an unpaid leave of absence not to exceed the amount of vacation time they would have earned in the previous year if they had not received vacation premium pay in lieu of annual paid vacation. Where such requests are made, the timing and scheduling of such unpaid leaves must be agreeable to the employing department. The leave will be handled in a manner similar to the scheduling of vacation for regular employees. This provision will not be applicable in cases where a temporary employee accrues vacation time rather than premium pay as set forth within Section 21.3.7.

21.3.6 Premium pay set forth within Section 21.3.2 will be in lieu of the base level of vacation and all other fringe benefits, such as, holiday pay, funeral leave, military leave, jury

duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 21.3.2.2, 21.3.3, and 21.3.4. Further, temporary employees will be eligible for shift pay differential set forth in Section 5.10.1; and overtime meal reimbursement set forth in Section 5.7 (effective upon ratification of this agreement by both parties).

21.3.7 The Employer may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the Union, provide all fringe benefits covered by the premium pay set forth within Section 21.3.2 to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 21.3.2 will no longer be applicable to that particular group of temporary employees. The Employer, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the Union, provide paid vacation benefits to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees without providing other fringe benefits and in such event the premium pay in Section 21.3.2 will be reduced by a percentage amount equivalent to the value of vacation and/or sick leave benefits. The applicable amount for base-level vacation will be recognized as four point eight one percent (4.81%) which could be higher dependent upon accrual rate increases. The Employer will not use this option to change to and from premiums and benefits on an occasional basis. The Employer may also continue to provide benefits in lieu of all or part of the premiums in Section 21.3.2 where it has already been doing so and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

21.3.8 The premium pay provisions set forth within Section 21.3.2 will apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service will be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one year (12 months or 26 pay periods) it will be presumed that the employee's break in service was voluntary.

21.3.9 The Employer may work temporary employees beyond one thousand forty (1040) regular hours within any twelve (12) month period; provided however, the Employer will not use temporary employees to supplant permanent positions. The Employer will not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 21.3.2, or solely to avoid considering creation of permanent positions.

21.3.9.1 In the event that an interim assignment of a temporary employee to a vacant regular position accrues more than one thousand five hundred (1500) hours or accumulates hours in eighteen (18) or more consecutive pay periods, the City will notify the union that a labor-management meeting will take place within two (2) weeks for the purpose of discussing the status of filling the vacant position prior to one (1) year.

21.3.10 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a permanent position without a voluntary break in service greater than thirty (30) days will have their time worked counted for purposes of salary step placement (where appropriate). In addition, a temporary employee who is in a term-limited assignment will receive service credit for layoff purposes if the employee is immediately hired (within thirty (30) business days without a break in service) into the same job title and position after the term is completed.

21.3.11 Temporary employees covered by this Agreement who have worked for the City for one thousand forty (1,040) hours, without a break in service are eligible to apply for all positions advertised internally.

ARTICLE 22 - SAVINGS CLAUSE

22.1 If an Article of this Agreement or any Addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and Addenda will not be affected hereby, and the parties will enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article.

ARTICLE 23 - TERM OF AGREEMENT

23.1 All terms and provisions of this Agreement will become effective on January 1, 2023, or upon the signature date, whichever is later, unless otherwise specified elsewhere within this Agreement, and will remain in full force and effect through December 31, 2026. Any modifications requested by either party must be submitted to the other party on the first date mutually agreed upon to begin negotiations of a successor agreement and any modifications requested at a later date will not be subject to negotiations unless mutually agreed upon by both parties.

23.1.1 Notwithstanding the provisions of Section 23.1, in the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms and provisions of this Agreement will continue to remain in full force and effect during the course of collective bargaining until such time as the terms of a new Agreement have been consummated or unless, consistent with RCW 41.56.123, the City serves the Union with ten (10) days' written notice of intent to unilaterally implement its last offer and terminate the existing Agreement.

The Mayor hereby agrees only to those provisions that are related to wages and wage-related benefits. The Presiding Judge hereby agrees only to those provisions that are not related to wages or wage-related benefits.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES & DRIVERS, LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters

By

_____

Chad Baker
Secretary-Treasurer

CITY OF SEATTLE
Executed Under Authority of
Ordinance No. _____

By

_____

Bruce Harrell
Mayor

Date: _____

By

_____

Presiding Judge Faye Chess

By

_____

Shaun Van Eyk
Director of Labor Relations

APPENDIX A
to the
A G R E E M E N T
by and between
CITY OF SEATTLE/SEATTLE MUNICIPAL COURT
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763

January 1, 2023 through December 31, 2026

THIS APPENDIX is supplemental to that AGREEMENT by and between the CITY OF SEATTLE/SEATTLE MUNICIPAL COURT, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A.1 Effective January 4th, 2023, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix will be as follows:

	HOURLY RATES OF PAY				
	Step 1	Step 2	Step 3	Step 4	Step 5
Actg Tech Supv-MC	35.32	36.74	38.09	39.54	
Admin Support Supv-MC	34.46	35.84	37.28	38.65	
Court Cashier Supv	33.66	35.00	36.32	37.75	39.23
Court Clerk Supv	35.93	37.35	38.85	40.29	41.82

A.2 Effective January 4th, 2024 , the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix will be as follows:

	HOURLY RATES OF PAY				
	Step 1	Step 2	Step 3	Step 4	Step 5
Actg Tech Supv-MC	37.95	39.47	40.92	42.48	
Admin Support Supv-MC	38.00	39.53	41.12	42.63	
Court Cashier Supv	36.65	38.11	39.55	41.10	42.71
Court Clerk Supv	39.13	40.67	42.30	43.87	45.53

A.3 Effective January 4th, 2025, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix will be as follows:

The base wage rates referenced above will be calculated by applying the appropriate percentage increase to base hourly rates or as otherwise provided for herein. The rates in each Appendix are understood to be illustrative of the increases provided in Articles 4.2 through 4.2.2, and any discrepancies will be governed by those Articles.

	HOURLY RATES OF PAY				
	Step 1	Step 2	Step 3	Step 4	Step 5
Actg Tech Supv-MC	38.44	39.99	41.46	43.04	
Admin Support Supv-MC	38.96	40.53	42.15	43.71	
Court Cashier Supv	37.35	38.84	40.31	41.89	43.54
Court Clerk Supv	39.88	41.45	43.12	44.72	46.41

A.4 The rates are illustrative of the increases that are provided for in Articles 4.2, 4.2.1, 4.2.2 and 4.2.3. Any discrepancies will be governed by Articles 4.2, 4.2.1, 4.2.2 and 4.2.3.

APPENDIX B

The following MOU attached hereto as Appendix B and signed by the City of Seattle and the Coalition of City Unions ("Parties"), is adopted and incorporated as an Appendix to this Agreement to address certain matters with respect to membership and payroll deductions after the U.S. Supreme Court's decision in Janus v. AFSCME. The Agreement is specific and limited to the content contained within it. Nothing in the MOU is intended, nor do the Parties intend, for the MOU to change the ability to file a grievance on any matter of dispute which may arise over the interpretation or application of the collective bargaining agreement itself. Specifically, nothing in the MOU is it intended to prevent the filing of a grievance to enforce any provision of Article 3, Union Membership and Dues. Any limitations on filing a grievance that are set forth in the MOU are limited to actions that may be taken with respect to the enforcement of the MOU itself, and limited specifically to Section B of the MOU.

MEMORANDUM OF UNDERSTANDING

By and Between

THE CITY OF SEATTLE

And

COALITION OF CITY UNIONS

(Amending certain collective bargaining agreements)

Certain Unions representing employees at the City of Seattle and the Seattle Municipal Court have formed a coalition (herein referred to as "Coalition of Municipal Court Unions,) to collectively negotiate the impacts of the *Janus v. AFSCME* Supreme Court decision and other conditions of employment with the City of Seattle (herein referred to as "City;" together the City and this Coalition of City Unions shall be referred to as "the Parties"); and

This Coalition of Municipal Court Unions for the purpose of this Memorandum of Understanding (MOU) shall include the following individual Unions, provided that the named Unions are also signatory to this MOU: the Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 763; the Seattle Municipal Court Marshals' Guild.

Background

In June of 2018, the United States Supreme Court issued the *Janus v. AFSCME decision.* In response to this change in circumstances, this Coalition of City Unions issued demands to

bargain regarding the impacts and effects of the *Janus v. AFSCME* Supreme Court decision.

Included in the Parties collective bargaining agreements is a subordination of agreement clause that in summary states, It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, City Charter, and state law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal law, City Charter, or state law are paramount and shall prevail.

The parties have agreed to engage in negotiations over the impacts and effects of this change in circumstances to reflect compliance with the *Janus v. AFSCME* Supreme Court decision.

Agreements

Section A Amended Union Dues and Membership Language

The Parties agree to amend and modify each of the Parties' collective bargaining agreements as follows:

Article X - Union Engagement and Payroll Deductions

The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The performance of this function is recognized as a service to the Union by the City and The City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only. The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from Union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit. The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement. At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of their bargaining unit attending the Orientation.

The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

New Employee and Change in Employee Status Notification: The City shall supply the Union with the following information on a monthly basis for new employee's: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.

Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of their dues authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the union that the terms of the employee's authorization regarding dues deduction revocation have been met. The City will refer all employee inquiries or communications regarding union dues to the appropriate Union.

Section B. Agreement on Impacts of the *Janus v. AFSCME* Supreme Court Decision

The Parties further agree:

1. Member Training: During each year of this agreement a Union's principal officer may request that Union members be provided with at least eight (8) hours or one (1) day, whichever is greater, of paid release time to participate in member training programs sponsored by the Union. The Parties further agree that the release of employees shall be three (3) employee representatives per each Union in an individual Department; or two percent (2%) of a single Union's membership per each department, to be calculated as a maximum of two percent (2%) of an individual Union's membership in that single department (not citywide), whichever is greater. The approval of such release time shall not be unreasonably

denied for arbitrary and/or capricious reasons. When granting such requests, the City will take into consideration the operational needs of each Department. At its sole discretion, the City may approve paid release time for additional employee representatives from each Department on a case-by-case basis.

2. The Unions shall submit to the Office of Labor Relations and the Department as far in advance as possible, but at least fourteen (14) calendar days in advance, the names of those members who will be attending each training course. Time off for those purposes shall be approved in advance by the employee's supervisor.

3. New Employees: The City shall work with the Seattle Department of Technology to develop an automated system to provide the Union with the following information within ten (10) working days after a new employee's first day of work: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate, FTE status. Until the process has been automated the departments may provide the Union notice at the same time the department notifies SDHR benefits, by sending an email to the Union providing the notice of hire. Upon automation departments may elect to not provide notice to the Unions and official notice will only be given by SDHR. The Parties agree to continue to work with departments to provide notice of new hires to the Union no later than 10 working days from the employee first day of work.

4. This agreement is specific and limited to the referenced demand to bargains and the associated negotiations related to the impacts regarding the *Janus v. AFSCME* decision and sets no precedent or practice by the City and cannot be used or introduced in any forum or proceeding as evidence of a precedent or a practice.

5. Issues arising over the interpretation, application, or enforceability of the provisions of this agreement shall be addressed during the Coalition labor management meetings and shall not be subject to the grievance procedure set forth in the Parties' collective bargaining agreements.

6. The provisions contained in "Section B" of this MOU will be reviewed when the current collective bargaining agreements expire. The Parties reserve their rights to make proposals during successor bargaining for a new agreement related to the items outlined in this MOA.

7. This Parties signatory to this MOU concur that the City has fulfilled its bargaining obligations regarding the demand to bargains filed as a result of the *Janus v. AFSCME* Supreme Court decision.

FOR THE CITY OF SEATTLE:

~~Susan McNab~~, Bobby Humes
Interim Seattle Human Resources Director

Ed McKenna
Presiding Judge, Seattle Municipal Court

Laura A. Southard,
Deputy Director/Interim Labor Relations Director

SIGNATORY UNIONS:

Scott Fuquay, President
Seattle Municipal Court Marshals' Guild
IUPA, Local 600

Shawn Van Eyk
Amy Bowles, Union Representative
PTE, Local 17
Professional, Technical, Senior Business, Senior Professional Administrative Support

Scott A. Sullivan
Scott A. Sullivan, Secretary-Treasurer
Teamsters, Local 763; Municipal Court

Steven Pray
Steven Pray, Union Representative
PTE, Local 17
Professional, Technical, Senior Business, Senior Professional Administrative Support, & Probation Counselors

APPENDIX C

This Memorandum of Agreement (MOA) is by and between THE CITY OF SEATTLE MUNICIPAL COURT, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE – CLERICAL EMPLOYEES AND DRIVERS – UNION NO.763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

The parties agree to the following method to address vacation scheduling for Supervisors represented by Local 763. It is understood and agreed by and between the Employer and the Union that Section 7.12 (vacation scheduling) of the Labor Agreement will be administered as follows:

Employees will submit requests for Vacation, Personal Holidays and Compensatory Time to the Court Unit Manager or, in those units without a Manager, a Division Director between November 1 and November 15 for the following year. If the number of employees requesting a specific period of time exceeds the number that can be approved, within one (1) week after vacation requests are due, the requested times will be posted so that the employees may, among themselves, if they choose, resolve the vacation scheduling conflicts. Adjustments must be agreed upon among employees and notice given to the Manager or Director within one (1) week after posting. The Unit Manager or Director will then, within one (1) week, post a final vacation schedule incorporating the adjustments agreed upon among employees or they will approve or deny requests. Each work unit will develop a procedure for equitable allocation of vacation within the year from year to year.

The Court Unit Manager or Division Director may consider vacation requests submitted outside of the normal submission period for the subsequent calendar year. In these situations, all affected employees will be considered prior to a final determination.

APPENDIX D

Work Life Support Committee (WLSC)

Side Letter of Agreement – WLSC

1) Purpose. The Work/Life Support Committee (WLSC) will be a citywide Labor Management Committee to promote an environment for employees that supports and enhances their ability to meet their responsibilities as employees of the City of Seattle and support their work life balance. The WLSC may provide recommendations to the Mayor and City Council on programs and policies that further support the work life balance.

2) Workplan. The WLSC will develop an annual workplan to identify programs and policies that promote a work life balance for city employees. These may include, but are not limited to, dependent care subsidy/support program for eligible employees, enhancing alternative work arrangements, flexible work hours, job sharing, on-site/near site child care, expanding definition of family for access to leave benefits, shift swaps, resource and referral services, emergency leave, and back-up care. This committee may conduct and make recommendations no later than March 31 of each year.

3) Membership. The membership of WLSC will be made up of the Mayor or designee, the Director of Labor Relations or designee, up to five Directors or designee from city departments, members designated by the Coalition of City Unions at equal numbers as the management representatives. If a CCU designee is a city employee, they will notify their supervisor and management will not unreasonably deny the participation on paid release time on the WLSC.

4) Meetings. The WLSC will meet at least four (4) times per calendar year. The WLSC may meet more frequently if necessary if all parties agree.

5) Additional Resources. The WLSC may establish workgroups that include other department representatives and/or subject matter experts. These subcommittees will conform with rules established by the WLSC.

6) The WLSC and its subcommittee(s) will not have the authority to change, amend, modify or otherwise alter collective bargaining agreements.

AGREEMENT

by and between

THE CITY OF SEATTLE / MUNICIPAL COURT

and

SEATTLE MUNICIPAL COURT MARSHALS' GUILD

Effective January 1, 2023 through December 31, 2026

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AGREEMENT

by and between

THE CITY OF SEATTLE / MUNICIPAL COURT

and

SEATTLE MUNICIPAL COURT MARSHALS' GUILD

PREAMBLE

THIS AGREEMENT is between the CITY OF SEATTLE/MUNICIPAL COURT (hereinafter called the Employer) and SEATTLE MUNICIPAL COURT MARSHALS' GUILD (hereinafter called the Guild) for the purpose of setting forth the mutual understanding of the parties regarding wages and other conditions of employment of those employees in classifications for whom the Employer has recognized the Guild as the exclusive collective bargaining representative.

Aspects of employment at Seattle Municipal Court that are related to wages and wage-related benefits are within the legal authority of the City of Seattle. Aspects of employment at Seattle Municipal Court that are not related to wages and wage-related benefits are within the legal authority of Seattle Municipal Court.

Language contained herein, are negotiated in accordance with the Coalition of City Unions. Some references may refer to "guild" or "union." These references are intended to be inclusive of the SEATTLE MUNICIPAL COURT MARSHAL'S GUILD unless the specific reference makes it clearly inapplicable.

ARTICLE 1 - NON-DISCRIMINATION

1.1 Neither the Employer nor the Guild will unlawfully discriminate against any employees with respect to compensation or terms and conditions of employment because of race, color, creed, religion, national origin, age, sex, marital status, veteran status, gender identity, sexual orientation, Association membership, or the presence of any disability, unless based on a bona fide occupational qualification reasonably necessary to the normal performance of duties.

ARTICLE 2 - RECOGNITION AND BARGAINING UNIT

2.1 The Employer recognizes the Guild as the exclusive collective bargaining representative of the collective bargaining unit described in decisions(s) emanating from Washington State Public Employment Relations Commission Case No. 14080-E-98-02353. The final decision from the Commission will be binding upon the parties.

2.2 It is fully understood by both parties that in reaching this Agreement neither party has waived its arguments before the Public Employment Relations Commission relative to the inclusion or exclusion of certain classifications or positions within the bargaining unit petitioned for under PERC Case No. 14080-E-98-02353.

2.3 It is understood that neither party will use this Agreement in any way or in any proceedings to corroborate its position relative to the aforementioned PERC case. Both parties agree that this Agreement sets no precedent for purposes of determining the scope of the bargaining unit being contested under PERC Case No. 14080-E-98-02353.

ARTICLE 3 - RIGHTS OF MANAGEMENT

3.1 The management of the Seattle Municipal Court and the direction of the work force are vested exclusively in the Employer, except as may be limited by an express provision of this Agreement.

3.2 Except where limited by an express provision of this Agreement, the Employer reserves the right to manage and operate the Municipal Court at its discretion. A nonexclusive listing or examples of such rights include the right:

A. To recruit, hire, assign, transfer, promote, discipline, or discharge employees;

B. To determine the methods, processes, means and personnel necessary for providing services of the Municipal Court, including the increase or diminution or change of operations, the introduction of any new, improved, automated methods or equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties, and the combination or consolidation of jobs;

C. The right to set standards of work performance and to evaluate performance;

D. To determine hours of work, work schedules and the location of work assignments and offices;

E. The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for bargaining unit work on a short-term, temporary basis under the following guidelines: (1) required expertise is not available within the City work force, or (2) the occurrence of peak loads above the work force capability.

Determination as to (1) or (2), above will be made by the Municipal Court Administrator, prior to approval by the Municipal Court Administrator to contract out work under this provision, the Guild will be notified thirty (30) days prior to the start of any new contract or as soon as the department is aware of the need to contract work. The Court will provide consistent and uniform contracting out notice from each Court department to the Guild. The Municipal Court Administrator will make available to the Guild upon request

1. A detailed justification for the proposed contracting;
2. A labor force analysis demonstrating why the current workforce cannot complete the work;
3. The location where the work will be performed;
4. A description of the work to be contracted;

5. The estimated duration and amount of the contract;
6. The intended start date; and
7. The date the work must be completed, if applicable.

The City will, during its budget process, review the use of contractors in the terms of nature of work, the duration, and the number of hours of contractor work being performed in conjunction with effected Guild(s). Based on the review, if the City and Guild(s) determine(s) there is an ongoing need, the parties will, in good faith, collaboratively determine whether the circumstances warrant the proposal of additional regular positions.

The Guild may grieve contracting out for work as described above, if such contract involves work normally performed by employees covered by this Agreement.

F. To temporarily assign employees to a specific job or position outside the bargaining unit for such purposes as peak workload demands; training; to fill-in for the absence of the Chief Marshal; emergency situations; and to accommodate injuries.

G. To maintain, administer, and modify, as deemed necessary, the Municipal Court Policies and Procedures;

H. To control the Municipal Court budget;

I. To determine rules relating to acceptable employee conduct;

J. To change, at any time, any work schedule/pay practice in which an employee, by action of the City, receives eight (8) hours' pay for less than eight (8) hours work, so as to require such an employee to work eight (8) hours per day for eight (8) hours' pay, or to pay such employee for the actual hours worked;

K. To determine the uniform required to be worn, as well as the vendors to be used for the purchase of uniforms;

L. To conduct inspections to insure employees report for duty in a full and presentable uniform.

3.3 The employer reserves the right to take whatever actions are necessary in emergencies to assure the proper functioning of the Municipal Court.

ARTICLE 4 - GUILD ENGAGEMENT AND PAYROLL DEDUCTIONS

4.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Guild. The amounts deducted will be transmitted monthly to the Guild on behalf of the employees involved.

4.2 The performance of this function is recognized as a service to the Guild by the City and the City will honor the terms and conditions of each worker's Guild payroll deduction authorization(s) for the purposes of dues deduction only. If an improper deduction is made, the Guild will refund directly to the Employer any such amount upon presentation of proper evidence thereof.

4.3 The Court will provide the Guild access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit.

4.3.1 The Guild and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

4.4 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Guild representative to all employees covered by a collective bargaining agreement.

4.5 At least five (5) working days before the date of the NEO, the City will provide the Guild with a list of names of the bargaining unit members attending the Orientation.

4.6 The Guild will indemnify, defend, and hold the City harmless from all claims, demands, suits or other forms of liability that arise against the City for deducting dues from Guild members pursuant to this Article, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

4.7 The individual Guild meeting and NEO will satisfy the City's requirement to provide a New Employee Orientation Labor Organization Presentation under Washington State law.

4.8 The City of Seattle, including its officers, supervisors, managers and/or agents, will remain neutral on the issue of whether any bargaining unit employee should join the Guild or otherwise participate in Labor Organization activities at the City of Seattle.

4.9 New Employee and Change in Employee Status Notification: The City will notify the Guild with New Hire information as soon as possible but no later than the first day of work. The City will supply the Guild with the following: :

a. Name
b. Home address
c. Personal phone
d. Personal email (if member offers)
e. Job classification and title
f. Department and division
g. Work location
h. Date of hire
i. FLSA status
j. Compensation rate

Upon transition to a new Personnel Management System (Workday) the City agrees to notify the appropriate Labor Organizaton with New Hire information no later than one work week after the employee's first day of work. In the event that transition is delayed or the system is unable to send weekly notification, the parties agree to meet to discuss an alternative notification process no later than May 1, 2024.

4.10 The City will also notify the Guild on a monthly basis regarding employee status changes for employees who have transferred into a bargaining unit position and any employees who are no longer in the bargaining unit.

4.11 Any employee may revoke their authorization for payroll deduction of payments to their Guild by written notice to the Guild in accordance with the terms and conditions of the Guild dues authorization rules.

4.12 Every effort will be made by the City to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the Guild that the terms of the employee's authorization regarding dues deduction revocation have been met.

4.13 The City will refer all employee inquiries or communications regarding Guild dues to the Guild.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.1 Any dispute between the Employer and the Guild or between the Employer and any employee covered by this Agreement concerning the interpretation, application, claim of breach, or violation of the express terms of this Agreement will be deemed a grievance.

An employee at any time may present a grievance to the City and have such grievance adjusted without the intervention of the Guild, if the adjustment is not inconsistent with the expressed terms of this Agreement and if the Guild has been given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance.

Those issues specified as a management right as listed in Article 3 - Rights of Management will not be a proper subject for the grievance procedure (unless otherwise noted) except that allegations of the exercise of those rights in an arbitrary and capricious manner may be processed through Step 3 of the grievance procedure below. Disciplinary actions will not be a proper subject for the grievance procedure except as provided for in Section 5.7.

The following outline of procedure is written as for a grievance of the Guild against the Employer, but it is understood the steps are similar for a grievance of the Employer against the Guild.

5.2 Every effort will be made to settle grievances at the lowest possible level of supervision with the understanding grievances will be filed at the step in which there is authority to adjudicate, provided the immediate supervisor is notified. Employees will be free from coercion, discrimination, or reprisal in seeking adjudication of their grievance.

5.3 Grievances processed through Step 3 of the grievance procedure will be heard during normal Employer working hours unless stipulated otherwise by the parties. Employees involved in such grievance meetings during their normal Employer working hours will be allowed to do so without suffering a loss in pay. No more than one (1) shop steward, other than the grievant, will attend the grievance meeting, except through prior approval of the Employer representative convening the meeting.

5.4 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

Failure by an employee and/or the Guild to comply with any time limitation of the procedure in this Article will constitute withdrawal of the grievance. Failure by the Employer to comply with any time limitation of the procedure in this Article will allow the Guild and/or the employee to proceed to the next step without waiting for the Employer to reply at the previous step, except that employees may not process a grievance beyond Step 3.

As a means of facilitating settlement of a grievance, either party may by mutual consent include an additional member on its committee.

5.5 A grievance will be processed in accordance with the following procedure:

Step 1 - A grievance will be verbally presented by the aggrieved employee or the employee and/or Shop Steward within twenty (20) business days of the alleged contract violation to the Chief Marshal. If requested by a shop steward or Guild representative, the Parties will convene a meeting. The Chief Marshal should consult and/or arrange a meeting with their supervisor(s) if necessary, to resolve the grievance. The parties agree to make every effort to settle the grievance at this stage promptly. The supervisor(s) will answer the grievance within ten (10) business days after being notified of the grievance. If the grievance was presented by the employee, the supervisor will also provide the Guild with notification of the response to the grievance.

Step 2 - If the grievance is not resolved as provided in Step 1, it will be reduced to written form, citing the section(s) of the Agreement allegedly violated, the nature of the alleged violation, and the remedy sought. The Guild President or their designee and/or aggrieved employee will then forward the written grievance to the Court Administrator with a copy to the City Director of Labor Relations within ten (10) business days after the Step 1 answer.

With Mediation

At the time the aggrieved employee and/or the Guild submits the grievance to the Court Administrator, the Guild President or their designee or the aggrieved employee or the Court Administrator may submit a written request for voluntary mediation assistance, with a copy to the Alternative Dispute Resolution (ADR) Coordinator, the City Director of Labor Relations and the Guild President or their designee. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, the ADR Coordinator or their designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Guild President or their designee and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties will sign. An executed copy of the settlement agreement will be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Guild. The relevant terms of the settlement agreement will be provided by the parties to the department's designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the Court Administrator and the Guild President or their designee will be so informed by the ADR Coordinator.

The parties to a mediation will have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the collective bargaining agreement or to create a precedent regarding the interpretation of the collective bargaining agreement or to apply the settlement agreement to any circumstance beyond the explicit dispute applicable to said settlement agreement.

If the grievance is not resolved through mediation, the Court Administrator may convene a meeting within ten (10) business days after receipt of notification that the grievance was not resolved through mediation between the aggrieved employee, Shop Steward and/or Guild Representative, together with other department or Court personnel they may deem necessary. The City Director of Labor Relations or their designee may attend said meeting. Within ten (10) business days after the meeting, the Court Administrator will forward a reply to the Guild.

Without Mediation

The Court Administrator may convene a meeting within ten (10) business days after receipt of the grievance between the aggrieved employee, Shop Steward and/or Guild Representative, together with other department or Court personnel they may deem necessary. The City Director of Labor Relations or their designee may attend said meeting. Within ten (10) business days after the meeting, the Court Administrator will forward a reply to the Guild.

Step 3 - If the grievance is not resolved as provided in Step 2 above, the grievance will be reduced to written form, which will include the same information specified in Step 2 above and will be forwarded within ten (10) business days after receipt of the Step 2 answer to Step 3. Said grievance will be submitted by the Executive Director or their designee and/or aggrieved employee to the City Director of Labor Relations with copies to the Chief Marshal, the Court Administrator, the Presiding Judge, and the Court Human Resources Manager.
Mediation can be requested at Step 3 in the same manner as outlined in Step 2. The grievance must be filed in the time frame specified in Step 3 and responded to in the time frame specified in Step 3 after notification from the ADR Coordinator that the grievance was not resolved through mediation.

The Director of Labor Relations or their designee will investigate the grievance and, if deemed appropriate, they will convene a meeting between the appropriate parties. They will thereafter make a confidential recommendation to the Court Administrator and the Presiding Judge. The Presiding Judge will give the Guild an answer in writing ten (10) business days after receipt of the grievance or the meeting between the parties.

Step 4 - If the grievance is not settled at Step 3, either of the signatory parties to this Agreement may submit the grievance to binding arbitration.

Within thirty (30) calendar days of the Guild's receipt of the Employer's Step 3 response or the expiration of the Employer's time frame for responding at Step 3, the Guild may file a Demand for Arbitration with the City's Director of Labor Relations by certified mail with copies to the Chief Marshal, the Court Administrator, the Presiding Judge, and the Court Human Resources Manager.

Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to binding arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of notification from the ADR Coordinator that the grievance was not resolved in mediation.

Within ten (10) business days thereafter, the City's Director of Labor Relations or designee will schedule a meeting or confer with the Guild to determine who will arbitrate the dispute. The Chief Marshal will be notified of this meeting or other conference for this purpose. At this meeting, the Employer and the Guild may, through mutual agreement: (1) Select an arbitrator, either by mutual agreement or from a panel of arbitrators (if a panel of arbitrators has been established by the parties); or (2) Seek other method of resolution.

In the event the parties are unable to agree upon one of the above methods of selecting an arbitrator, or if the City's Director of Labor Relations or designee fails to timely schedule a meeting as is contemplated above, the Demand for Arbitration will be filed with the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration rules. The Demand for Arbitration must be filed within ten (10) business days of either the arbitrator selection meeting or the expiration of the ten (10) day period following the Director of Labor Relations' receipt of the Arbitration Demand. Copies of the arbitration demand will be forwarded also to the Chief Marshal, the Court Administrator, the Presiding Judge, and the Court Human Resources Manager.

When the Demand for Arbitration is filed with the American Arbitration Association, the arbitrator will be selected from a list obtained from the Association by its selection process.

Demands for Arbitration will be accompanied by the following information:

A. Identification of sections of the Agreement allegedly violated

B. Nature of the alleged violation

C. Remedy sought

In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

1. The arbitrator will have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and their power will be limited to the interpretation or application of the express terms of this Agreement, and all other matters will be excluded from arbitration including those matters specifically excluded from this grievance and arbitration procedure.

2. The decision of the arbitrator will be final, conclusive and binding upon the Employer, the Guild, and the employee involved.

3. The cost of the arbitrator will be borne equally by the Employer and the Guild, and each party will bear the cost of presenting its own case.

4. The arbitrator's decision will be made in writing and will be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.

5. Any arbitrator selected under Step 4 of this Article will function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.

5.6 Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.

5.7 Grievances involving discipline will not be a proper subject for consideration under the contract grievance and arbitration procedure found in Sections 5.4 and 5.5. Disciplinary grievances involving suspension, demotion, or termination of employment will be filed within fifteen (15) business days of written notice of the disciplinary action under the following procedure:

Step 1 - A discipline grievance will be filed in writing by the grieving employee and/or shop steward with the Chief Marshal, who will respond to the grievance in writing within fifteen (15) business days. The response will be mailed to the Guild with a copy given to the employee.

Step 2 - If the response provided in Step 1 does not resolve the grievance, the Guild may forward the grievance to the Director of Labor Relations with a copy to the Court Administrator within fifteen (15) business days after receipt of the Step 1 response and request a disciplinary review panel be convened to hear the grievance. If no such request is filed within fifteen (15) business days of the Guild's receipt of the response in Step 1, the grievance will be considered resolved.

The disciplinary review panel will consist of:

A. A representative of Municipal Court management who did not participate in the initiation or approval of the disciplinary action;

B. The City’s Director of Labor Relations or their designee who will serve as chairperson;

C. A panel member designated by the Guild;

D. The Human Resources Manager of the Court.

The panel will conduct an informal hearing and provide its findings and recommendations to the Court Administrator and the Presiding Municipal Court Judge within twenty (20) business days from the date the hearing was concluded. The panel will use Daugherty's seven tests of just cause as a standard to determine if the disciplinary action is firmly and fairly grounded. The Presiding Judge will make the final decision concerning the disciplinary action, which decision will not be further appealable.

5.8 Property Interest Discipline Grievance

A. The burden of proof in disciplinary procedures shall be upon the City.

B. Where an appointing authority or their designee imposes or intends to impose property level discipline a preliminary notice of discipline shall be given to the employee. This preliminary notice of discipline shall contain (a) charges; (b) general description of the alleged acts and/or conduct upon which the charge is based and (c) the penalty to be imposed. A copy of the preliminary notice of discipline shall be concurrently provided to the local Guild office. Upon request of the Guild, the City shall provide a complete copy of the investigation files in advance of any Loudermill hearing requested in advance of issuing the formal discipline. The Guild may also request a meeting to review the investigation file with the City's investigator. And Labor Relations. Both requests must be made timely, may not unduly delay the City's disciplinary processes.

C. Employment Status - Pursuant to City Charter and City ordinance at SMC 4.13, employees of the Municipal Court in the job classifications covered by this agreement are exempt from all provisions of the City Personnel Ordinance cited at SMC 4.04.

ARTICLE 6 - WORK STOPPAGES

6.1 The Employer and the Guild agree that the public interest requires the efficient and uninterrupted performance of all Employer services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of the Agreement, the Guild will not cause any work stoppage, strike, slowdown, or other interference with Employer functions by employees under this Agreement; and should same occur the Guild agrees to take appropriate steps to end such interference. Employees will not cause or engage in any work stoppage, strikes, showdown, or other interference with Employer functions for the term of this Agreement. Employees covered by this Agreement who engage in any of the foregoing actions will be subject to such disciplinary actions as may be determined by the Employer, including, but not limited to, the recovery of any financial losses suffered by the Employer.

ARTICLE 7 - CLASSIFICATIONS AND RATES OF PAY

7.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth in "Appendix A" attached hereto and made a part of this Agreement.

7.2 Effective January 4, 2023, employees' base wages will be increased by five percent (5%).

Effective January 4, 2023 Marshals covered by this agreement will receive a 12.5% market rate increase. Senior Marshals shall receive a 17% market rate increase.

7.3 Effective January 3, 2024, employees base wages will be increased by four and one half percent (4.5%)

7.4 Effective January 4, 2025, employees base wages will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025 However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%).

7.5 Effective January 10, 2026, employees' base wages will be increased one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2024 through June 2025 to the period June 2025 through June 2026. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%). After calculating the new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

7.6 The base wage rates referenced above will be calculated by applying the appropriate percentage increase to base hourly rates or as otherwise provided for herein. The rates in each Appendix are understood to be illustrative of the increases provided in Articles 7.1 through 7.4, and any discrepancies will be governed by those Articles.

7.7 An employee, upon first appointment or assignment, will receive the minimum rate of the salary range fixed for the position, except as provided herein. When the application of this paragraph results in an inequity, or when it becomes necessary because of difficulties in recruitment, payment other than the prescribed step may be authorized by the Court Administrator or designee. The Guild will be notified whenever an employee covered by this Agreement is paid at "*other that the prescribed step*" as described above.

7.8 Employees will pay the employee portion of the required premium (listed as the WA Paid Family Leave Tax and the WA Paid Medical Leave Tax on an employee's paystub) of the Washington State Paid Family and Medical Leave Program effective December 25, 2019.

7.9 Language Premium: Effective December 25, 2019, employees assigned to perform bilingual, interpretive and/or translation services for the Court will receive a $200.00 per month premium pay. The Court will ensure employees providing language access services are independently evaluated and approved. The Court may review the assignment annually and may terminate the assignment at any time.

7.10 Training Premium: Upon ratification employees assigned to perform training duties will receive a 5% premium during hours worked as trainers.

ARTICLE 8 - WORK OUTSIDE OF CLASSIFICATION

8.1 Whenever an employee is assigned by the department head or designee to perform the normal ongoing duties of and accept responsibility of a position when the duties of the position are clearly outside of the scope of an employee's regular classification for a period in excess of eight (8) consecutive hours or longer, they will be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class salary rate will be determined in the same manner as for a promotion.

8.2 The department head or designee may temporarily assign an employee to perform the duties of a lower classification without a reduction in pay.

8.3 An employee temporarily assigned to perform the duties of a lower classification primarily for the benefit of the employee will be paid at the rate of the lower classification.

8.4 If an employee is assigned by the department head or designee, pursuant to this Article, to perform all of the duties of a higher classification on a continuous basis in excess of sixty (60) calendar days, they thereafter, while still assigned at the higher level, will be compensated for vacation, and holidays at the rate of the assigned higher classification. 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 will 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.

8.5 The Employer will have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. The Employer may work employees out-of-class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months. The six (6) month period may be exceeded under the following circumstances: (1) when a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) when a position is scheduled for abrogation; or (4) a position is encumbered (an assignment in lieu of a layoff; e.g., with the renovation of the Seattle Center Coliseum). When such circumstances require that an out-of-class assignment be extended beyond six (6) months, the Employer will notify the Guild or Guild's that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Guild that represents the body of work being worked out-of-class must concur with any additional extension of the assignment. The Guild that represents the body of work will consider all requests on a good-faith basis.

8.6 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as their primary class, across Labor Organization's jurisdictional lines, with no change to their regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement, and payment for absences do not apply in these instances.

8.7 Out-of-class will be formally assigned in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties that would otherwise constitute an out-of-class assignment. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of their own classification, if the employee is not formally assigned to perform the duties on an out-of-class basis.

8.8 No employee may assume the duties of the higher-paid position without being formally assigned to do so, except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to the Presiding Judge or designee for retroactive payment of out-of-class pay. The decision of the Presiding Judge or designee as to whether the duties were performed and whether performance thereof was appropriate will be final.

ARTICLE 9 - ANNUAL VACATIONS

9.1 Annual vacations with pay will be granted to eligible employees computed at the rate shown in Section 9.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

9.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensated time, and sick leave. At the discretion of the Employer, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.

9.3 The vacation accrual rate will be determined in accordance with the rates set below:

Effective January 1, 2024, or sixty (60) calendar days after full ratification of this replacement contract, whichever is later, the vacation accrual table will be as follows on a going-forward basis:

Accrual Years/Hours	Vacation Days	Hours per Year	Maximum Hours
Year 0-3 / 0-6,240	12	96	192
Year 4-7 / 6,241-14,560	16	128	256
Year 8-13 / 14,561-27,040	20	160	320
Year 14-18 / 27,041-37,440	23	184	368
Year 19 / 37,440 -39,520	24	192	384
Year 20 / 39,521-41,600	25	200	400
Year 21 / 41,601 – 43,680	26	208	416
Year 22 / 43,681 – 45,760	27	216	432
Year 23 / 45,761 – 47,840	28	224	448
Year 24 / 47,841 – 49,920	29	232	464
Year 25+ - 49,921+	30	240	480

9.4 An employee who is eligible for vacation benefits will accrue vacation from the date of entering Employer service or the date upon which they became eligible and may accumulate a vacation balance that will never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time will cease at the time an employee's vacation balance reaches the maximum balance allowed and will not resume until the employee's vacation balance is below the maximum allowed.

9.5 Employees may, with department approval, use accumulated vacation with pay after completing one thousand forty (1,040) hours on regular pay status. Use of accrued vacation leave is subject to approval by the Employer. Effective December 25, 2019, the requirement that the employee must complete one thousand forty (1,040) hours on regular pay status prior to using vacation time will end.

9.6 In the event that the Employer cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to three (3) months if such exception is approved by the Presiding Judge or designee. A notice describing the circumstances and reasons leading to the need for the extension will be filed with the Seattle Human Resources Director. No extension of this grace period will be allowed.

9.7 The vacation allowance may be taken by an employee on an hourly basis at the discretion of the Presiding Judge or designee.

9.8 An employee who leaves the Employer's service for any reason will be paid in a lump sum for any unused vacation they have previously accrued.

9.9 Upon the death of an employee in active service, pay will be allowed for any vacation earned and not taken prior to the death of such employee.

9.10 Where an employee has exhausted their sick balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. Employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence. Where the terms of this Section 9.10 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance will apply.

9.11 The department head will arrange vacation time for employees on such schedules as will least interfere with the functions of the department, but which accommodate the desires of the employee to the greatest degree feasible. Provided, the parties agree that within ninety (90) days of the effective date of the Agreement, they will convene a labor-management meeting to jointly determine a seniority-based vacation scheduling system which will be developed by September 30, 1999 and described in a Letter of Agreement.

ARTICLE 10 - HOLIDAYS

10.1 The following days or days in lieu thereof will be recognized as paid holidays:

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 19th
Independence Day	July 4
Labor Day	First Monday in September
Indigenous People Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Day immediately following Thanksgiving Day
Christmas Day	December 25

Two Personal Holidays (0-9 years of service)
Four Personal Holidays (after completion of 9 years of service)

Whenever any holiday enumerated above falls upon a Sunday, the following Monday will be considered a holiday. Whenever any holiday enumerated above falls upon a Saturday, the preceding Friday will be considered the holiday; provided, however, paid holidays falling on Saturday or Sunday will be recognized and paid pursuant to Section 10.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 10.3 will be made only once per affected employee for any one holiday.

10.2 Employees who have either:

1. Completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (article 10.2) or

2. Are accruing vacation at a rate of .0615

on or before December 31st of the current year will receive an additional two (2) personal holidays for a total of four (4) personal holidays (per article 11.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

10.3 Personal Holidays will be used in eight (8) hour increments or a pro-rated equivalent for part-time employees or, at the discretion of the Presiding Judge or designee, such lesser fraction of a day as will be approved. Use of the Personal Holiday will be requested in writing.

10.4 Employees who work on a holiday will be paid for the holiday at their regular straight-time hourly rate of pay, and in addition will be paid at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for hours worked.

10.5 To qualify for holiday pay employees covered by this Agreement must have been on the payroll prior to the holiday and on pay status the normal workday before and the normal workday after the holiday.

10.6 A regular part-time employee will receive paid holiday time off (or paid time off in lieu thereof) based upon straight-time hours compensated during the pay period immediately prior to the pay period in which the holidays falls. The amount of paid holiday time off for which the part-time employee is eligible will be in proportion to the holiday time off provided for full-time employees. For example, a full-time employee working eighty (80) hours per pay period would be eligible for eight (8) hours off with pay on a holiday, while a part-time employee who works forty (40) hours during the pay period preceding the holiday would be eligible for four (4) hours off with pay.

10.7 Each holiday will consist of eight (8) hours. Employees working 4/10 or other alternative work schedules will revert to a 5/8 schedule during holiday weeks. Subject to the approval of the Court Security Director, as an alternative, an employee may work the regular 4/10 schedule that week and be absent from work on the holiday for ten (10) hours. However, only eight (8) hours will be paid as holiday pay. The other two (2) hours must be covered by one of the following methods:

A. Use of accumulated compensatory time or vacation time; or

B. Upon approval of the employee's supervisor, work the other two (2) hours on the employee's normally scheduled day off. The request for approval of this option must be made to the employee's supervisor at least two (2) weeks prior to the Monday of the calendar week in which the holiday falls; or

C. Other method approved by the employee's supervisor and the Director of Court Security. Any such proposed, alternative method must be submitted to the Director of Court Security for approval at least two (2) weeks prior to the Monday of the calendar week in which the holiday falls.

If the day of the holiday observance falls on the employee's normally scheduled day off, the employee will arrange, with the approval of his/her supervisor, an alternate day off the week of the holiday.

ARTICLE 11 - LEAVES AND VEBA

11.1 Sick Leave - Sick leave will be defined as paid time off from work for a qualifying reason under Article 11.1 of this Agreement. Employees covered by this Agreement will accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status not exceeding 40 hours per week as shown on the payroll. However, if an employee's overall accrual rate falls below the accrual rate required by Chapter 14.16 (Paid Sick and Safe Time Law), the employee will be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of Chapter 14.16. Unlimited sick leave credit may be accumulated. New employees entering Employer service will not be entitled to use sick leave with pay during the first thirty (30) days of employment but will accrue sick leave credits during such thirty (30) day period. An employee is authorized to use paid sick leave for hours that the employee was scheduled to have worked for the following reasons:

1. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventive care; or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or

2. To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code Chapter 4.24.005 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or

3. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such reason, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or

4. Absences that qualify for leave under the Domestic Violence Leave Act, Chapter 49.76 RCW; or

5. The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or

6. The non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for purposes of adoption, including any time away from work prior to or following placement of the child to satisfy legal or regulatory requirements for the adoption.

Sick leave used for the purposes contemplated by Article 8.1.5 and 8.1.6 must end before the first anniversary of the child's birth or placement.

Abuse of paid sick leave or use of paid sick leave not for an authorized purpose may result in denial of sick leave payment and/or discipline up to and including dismissal.

11.2 Change in position or transfer to another Municipal Court or City department will not result in a loss of accumulated sick leave.

Regular or benefits eligible temporary employees who are reinstated or rehired within 12 months of separation in the same or another department after any separation, including dismissal for cause, resignation, or quitting, will have unused accrued sick leave reinstated as required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210.

11.3 In order to receive paid sick leave for reasons provided in Articles 11.1 and 11.2, an employee will be required to provide verification that the employee's use of paid sick leave was for an authorized purpose, consistent with SMC 14.16 and other applicable laws such as RCW 49.46.210. However, an employee will not be required to provide verification for absences of less than four (4) consecutive days.

11.4 Conditions Not Covered - Employees will not be eligible for sick leave:

A. When suspended or on leave without pay and when laid off or on other non-pay status.

B. When off work on a holiday.

C. When an employee works during their free time for an employer other than the Employer of Seattle and their illness or disability arises therefrom.

11.5 Prerequisites for Payment

A. Prompt Notification - The employee will promptly notify their immediate supervisor, by telephone or otherwise, on their first day off due to illness and each day thereafter, until advised otherwise by their immediate supervisor or unless physically impossible to do so. If an employee is on a special work schedule, particularly where a relief replacement is necessary if they are absent, they will notify their immediate supervisor as far as possible in advance of their scheduled time to report for work. The department head or their designee will establish a minimum reporting time prior to the beginning of a shift for such notice.

B. Notification While on Paid Vacation or Compensatory Time Off - If an employee is injured or is taken ill while on paid vacation or compensatory time off, they will notify their department on the first day of disability that they will be using paid sick leave. by an. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented for absences greater than three continuous days.

C. Limitations of Claims - All sick leave claims will be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee will not exceed the employee's sick leave accumulation as shown on the payroll for the pay period immediately preceding their illness or disability. It is the responsibility of their department to verify that sick leave accounts have not been overdrawn; and if a claim exceeds the number of hours an employee has to their credit, the department will correct their application.

D. Rate of Pay for Sick Leave Used - An employee who uses paid sick leave will be compensated at the straight time as required by Seattle Municipal Code 14.16, and other applicable laws, such as RCW 49.46.210. For employees who use paid sick leave hours that would have been overtime if worked, the City will apply requirements of Seattle Municipal Code 14.16 and applicable laws such as RCW 49.46.210. See also Article 8.4 for sick leave use and rate of pay for out-of-class assignments.

11.6 Sick Leave Transfer Program - Employees may donate and/or receive sick leave in accord with the terms and conditions of the Employer's Sick Leave Transfer Program. This program is established and defined by City ordinance and may be amended or rescinded at any time during the term of this Agreement. Any disputes that may arise concerning the terms, conditions and/or administration of such program will be subject to the Grievance Procedure in Article 5 of this Agreement through Step 3 of Section 5.5. Grievances over sick leave transfer program disputes will not be subject to Step 4 (Arbitration) of Section 5.5.

11.7 Shared Sick Leave Pool - The City will standardized the current sick leave transfer(“donation”) program across all City departments through the following actions:

1. Standardization of:
    a. Forms
    b. Processing templates
    c. FAQs
    d. Interdepartmental donation of sick leave
2. Anonymizing sick leave requests for potential recipients
3. Anonymizing sick leave donations from contributors

The intent of the program is to create a mandatory and uniform system that will function across departments as the established protocol for all sick leave donation requests and donations. The City agrees to perform this standardization using a Labor-Management Committee ("LMC") meeting, which will work in consultation with appropriate subject matter experts ("SMEs"), including but not limited to Seattle Human Resources, FAS Citywide Payroll and Business Systems, ITD HRIS and Race and Social Justice SMEs. The City further agrees to convene the LMC no later than 90 days from execution of this Agreement and to meet no less than monthly on the standardization process beginning in the month following the initial convening of the LMC.

A Labor Management Committee will be established for the purpose of proposing rules and procedures for a new, program. The LMC will be to develop consistent, transparent and equitable proposals for processes across all departments within the City. The LMC will also explore proposals to lower the minimum leave bank required to donate sick leave and permit donation of sick leave upon separation from the City. The LMC must consult with the Office of Civil Rights to ensure compliance with the City's Race and Social Justice Initiative. Once the LMC has developed its list of proposals, the City and Coalition of City Unions agrees to reopen each contract on this subject.

11.8 Industrial Injury or Illness

A. Any employee who is disabled in the discharge of their duties, and if such disablement results in absence from their regular duties, will be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.

B. Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee will be compensated in full for the remaining part of the day of injury without effect to their sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury will be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee will be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then: (1) any accrued sick leave or vacation leave utilized that results in absence from their regular duties (up to a maximum of eighty percent (80%) of the employee's normal hourly rate of pay per day) will be reinstated; or (2) if no sick leave or vacation leave was available to

the employee at that time, then the employee will thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 6A.

C. In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions. This provision will become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.

D. Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and Court policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or the Court concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting, unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

   The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) days after notification to the employee. The City's action is subject to the grievance procedure.

E. Such compensation will be authorized by the Seattle Human Resources Director or their designee with the advice of the Presiding Judge or designee upon request from the employee. The employee's request will be supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

F. Compensation for holidays and earned vacation falling within a period of absence due to such disability will be at the normal rate of pay, but such days will not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 6H. Disabled employees affected by the provisions of SMC 4.44 will continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 11.7A.

G. Any employee eligible for the benefits provided by this Ordinance whose disability prevents them from performing their regular duties but, in the judgment of their physician could perform duties of a less strenuous nature, will be employed at their normal rate of pay in such other suitable duties as the Presiding Judge or designee will direct, with the approval of such employee's physician, until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

H. Sick leave will not be used for any disability herein described except as allowed in Section 11.7B.

I. The afore-referenced disability compensation will be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.

J. Appeals of any denials under this Article will be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

11.9 Bereavement Leave – Regular employees and non-seasonal/non-intermittent temporary employees covered by this Agreement are allowed forty (40) hours off without salary deduction for bereavement purposes in the event of the death of any relative. Bereavement leave may be used in full day increments or increments of one (1) hour, at the employee's discretion. Bereavement leave must be used within one (1) year; employees may submit for exceptions to this within thirty (30) days (requests that come in after the 30 days will be considered) of the death if they know they will need longer than one (1) year to use leave for that event. This benefit is prorated for less-than-full time employees.

For purposes of this Section, "relative" is defined as any person related to the employee by blood, marriage, adoption, fostering, guardianship, in loco parentis, or domestic partnership.

11.10 Family and Medical Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code, Chapter 4.26, "Family and Medical Leave," or the federal Family and Medical Leave Act, may take leave to care for themselves and qualified dependents.

11.11 Paid Parental Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, "Paid Parental Leave," may take leave for bonding with their new child.

11.12 Sabbatical Leave - Regular employees covered by this Agreement will be eligible for sabbatical leave under the terms of Seattle Municipal Code Chapter 4.33.

11.13 Pay for Deployed Military

A. A bargaining unit member in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as a City employee will receive the difference between one hundred percent (100%) of their City base pay and their military pay (plus adjustments).

City base pay will include every part of wages except overtime.

B. A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted his or her annual paid military leave benefit and is on unpaid military leave of absence will be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage will be effective for the duration of the employee's active deployment.

11.14 Emergency, Inclement Weather and Natural Disaster Leave - One (1) day or a portion thereof per Agreement year without loss of pay may be taken off subject to approval of the employee's Supervisor and/or Presiding Judge when it is necessary that the employee be immediately off work to attend to one of the following situations either of which necessitates immediate action on the part of the employee:

The employee's spouse, domestic partner, child, grandparent, or parent has unexpectedly become seriously ill or has had a serious accident; or

If an unforeseen occurrence with respect to the employee's household (e.g. fire, flood, or ongoing loss of power). "Household" will be defined as the physical aspects, including pets, of the employee's residence or vehicle.

The emergency leave benefit must also be available to the employee in the event of inclement weather or natural disaster within the City limits or within the city or county in which the member resides that makes it impossible or unsafe for the employee to physically commute to their normal work site at the start of their normal shift.

The “day” of emergency leave may be used for separate incidents in one (1) hour increments. The total hours compensated under this provision, however, will not exceed eight (8) in a contract year.

11.15 RETIREMENT VEBA

Each bargaining unit will conduct a vote to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) to provide post-retirement medical expense benefits to members who retire from City service.

1. Contributions from Unused Paid Time off at Retirement (retirement eligible employees only)

   A. Eligibility-to-Retire Requirements:
      1. 5-9 years of service and are age 62 or older;
      2. 10-19 years of service and are age 57 or older;
      3. 20-29 years of service and are age 52 or older; or
      4. 30 years of service and are any age

   B. The City will provide each bargaining unit with a list of its members who are expected to meet any of the criteria in paragraph A above as of December 31, 2026.

   C. If the members of the bargaining unit who have met the criteria described in paragraph A above vote to require VEBA contributions from unused paid time off, then all members of the bargaining unit who are eligible to retire and those who become eligible during the life cycle of this contract will, as elected by the voting members of the bargaining unit:

      1. Contribute 35% of their unused sick leave balance into the VEBA upon retirement; or
      2. Contribute 50% of their unused vacation leave balance into the VEBA upon retirement; or
      3. Contribute both 35% of their unused sick leave balance and 50% of their unused vacation leave balance upon retirement

      Following any required VEBA contribution from a member’s unused sick leave, the remaining balance will be forfeited; members may not contribute any portion of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan or receive cash.

   D. If the members of the bargaining unit who have satisfied the eligibility-to-retire requirements described in paragraph A above as of December

31, 2026 do not vote to require VEBA contributions from unused sick leave, members may either:

1. Transfer 35% of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan, subject to the terms of the Plan and applicable law; or
2. Cash out their unused sick leave balance at 25% to be paid on their final paycheck.

In either case, the remaining balance of the member's unused sick leave will be forfeited.

2. ACTIVE VEBA

Contributions from Employee Wages (all regular employees in the bargaining unit)

Each bargaining unit will conduct a vote for all regular employees, as defined in the City's employer personnel manual, to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) for active employees to participate in an Active VEBA. Once they begin participating in the VEBA, employees may file claims for eligible expenses as provided under the terms of the VEBA.

If the bargaining unit votes to require VEBA contributions from employee wages, then all members of the bargaining unit will, as elected by the bargaining unit as to all of its members, make a mandatory employee contribution of one of the amounts listed below into the VEBA while employed by the City:

1. $25 per month, or
2. $50 per month

3. ALLOCATION OF RESPONSIBILITY

The City assumes no responsibility for the tax or other consequences of any VEBA contributions made by or on behalf of any member for either the active or post-retirement options. Each Labor Organization that elects to require VEBA contributions for the benefit of its members assumes sole responsibility for insuring that the VEBA complies with all applicable laws, including, without limitation, the Internal Revenue Code, and agrees to indemnify and hold the City harmless for any taxes, penalties and any other costs and expenses resulting from such contributions.

ARTICLE 12 - HEALTH CARE, DENTAL CARE, LIFE INSURANCE, AND LONG-TERM DISABILITY INSURANCE

12.1 Effective January 1, 2023, the City will provide medical, dental, and vision plans (with Kaiser Standard, Kaiser Deductible, Aetna Traditional, Aetna Preventative and Delta Dental of Washington as self-insured plans and Dental Health Services and Vision Services Plan) for all regular employees (and eligible dependents). Said plans, changes thereto and premiums will be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established by the parties to govern the functioning of said committee.

A. An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in Section 12.1 or similar programs as determined by the Labor-Management Health Care Committee.

12.1.1 The City will pay up to one hundred seven percent (107%) of the average City's cost of medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% will be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City will pay 85% of the excess costs in healthcare and the employees will pay 15% of the excess costs in healthcare.

12.1.2 Health Care Rate Stabilization Fund will be established for utilization in the second year of the contract period and beyond. This Rate Stabilization Fund is dedicated to either enhance medical, dental, and vision benefits or help cover related costs.

12.1.3 New, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).

12.2 Life Insurance - The Employer will offer a voluntary Group Term Life Insurance option to eligible employees. The employee will pay sixty percent (60%) of the monthly premium and the Employer will pay forty percent (40%) of the monthly premium at a premium rate established by the Employer and the carrier. Premium rebates received by the Employer from the voluntary Group Term Life Insurance option will be administered as follows:

A. Future premium rebates will be divided so that forty percent (40%) can be used by the Employer to pay for the Employer's share of the monthly premiums, and sixty percent (60%) will be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of benefit

improvements, to pay the employee's share of the monthly premiums or for life insurance purposes otherwise negotiated.

B. Whenever the Group Term Life Insurance Fund contains substantial rebate monies that are earmarked pursuant to Section 12.2 above to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the Employer will notify the Guild of that fact.

C. The Employer will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.

12.3 Long-Term Disability - The Employer will provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The Employer will pay the full monthly premium cost of a Base Plan with a ninety (90)-day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollars ($667) base monthly wage. Employees may purchase, through payroll deduction, an optional Buy-Up Plan with a ninety (90)-day elimination period, which insures sixty percent (60%) for the remainder of the employee's base monthly wage (up to a maximum $8,333 per month). Benefits may be reduced by the employee's income from other sources as set forth in the Plan Description. The provisions of the plan will be further and more fully defined in the Plan Description issued by the Standard Insurance Company.

During the term of this Agreement, the Employer may, at its discretion, change or eliminate the insurance carrier for any of the long-term disability benefits covered by this Section and provide an alternative plan either through self-insurance or another insurance carrier, however, the long-term disability benefit level will remain substantially the same.

The maximum monthly premium cost to the Employer will be no more than the monthly premium rates established for calendar year 2019, for the Base Plan, but not to exceed the maximum limitation on the Employer's premium obligation per calendar year as set forth within this Section.

12.4 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this Agreement to negotiate the impact will not be to diminish existing benefit levels and/or to shift costs.

12.5 Labor-Management Health Care Committee - Effective January 1, 1999, a Labor-Management Health Care Committee will be established by the parties. This Committee will be responsible for governing the medical, dental, and vision benefits for all regular employees represented by Labor Organizations that are subject to the relevant Memorandum of Agreement. This Committee will decide whether to administer other City-provided insurance benefits.

ARTICLE 13 - RETIREMENT

13.1 Pursuant to Ordinance 78444 as amended, all eligible employees will be covered by the Seattle City Employees Retirement System.

13.2 Effective January 1, 2017 consistent with Ordinance No. 78444, as amended, the City will implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.1 Normally, full-time employees will be scheduled to work forty (40) hours per week. Part-time positions of between twenty (20) and forty (40) hours may be established by the Employer. Work will be scheduled on the basis of five (5) day, forty (40) hour per week schedules; four (4) day, forty (40) hour per week schedules; or such other schedules as established by or agreed to by the Employer. Upon approval by the Employer, an employee's schedule may be revised. When the Employer determines to change work schedules and hours of work, notice of changes will be provided to affected employees prior to implementation when possible. The Employer will make a good faith effort to discuss changes in employees' work schedules and hours of work prior to implementation.

14.2 All hours performed in excess of a regular, full-time employee's regularly scheduled shift of not less than eight (8) hours in any workday or forty (40) hours in any work week will be considered as overtime and will be paid for at the overtime rate of one and one-half (1-1/2) times the straight-time rate of pay. Part-time and intermittent employees who are directed, by the Chief Marshal or their designee, to work beyond their normal work schedule hours resulting in work in excess of forty (40) hours in a seven (7) day work week, will be paid for such overtime work at the rate of time and one-half (1-1/2) of the employee's hourly rate of pay.

In the event the overtime meets the definition of extraordinary overtime as defined in SMC 4.20.230, the employee will be paid at a rate of two (2) times the employee's hourly rate of pay for all overtime hours worked.

14.3 Overtime will be paid at the applicable overtime rate or by mutual consent between the employee and their supervisor in compensatory time off at the applicable overtime rate.

14.4 When a regular full-time vacancy occurs in the Marshals' Unit, regular part-time employees will be given first right of refusal based upon seniority unless skills, competencies, and abilities dictate otherwise. When the Employer advertises to fill a vacant position, all bargaining unit employees who apply for the position will be guaranteed an initial interview. The Employer will make a good faith effort to appoint current bargaining unit employees to vacant higher-level bargaining unit positions.

14.5 Employees working at least an eight (8) hour day will be allowed a fifteen (15) minute rest period during each half of their workday. Employees working at least four (4) hours but less than eight (8) hours in a workday will be allowed one fifteen (15) minute rest period during the workday.

14.6 Employees working at least an eight (8) hour day will be allowed an unpaid meal period of not less than thirty (30) minutes.

14.7 A. Meal Reimbursement - When an employee is specifically directed by the Court to work two (2) hours or longer at the end of their normal work shift of at least eight (8) hours or work two (2) hours or longer at the beginning or end of their work shift of at least eight (8) hours when the employee is called in to work their regular day off, or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee purchases a meal away from their place of residence as a result of such additional hours of work, the employee will be reimbursed for the cost of such a meal in accordance with Seattle Municipal Code (SMC) 4.20.325. In order to receive reimbursement, the employee must furnish the Court with a dated original itemized receipt from the establishment indicating the time of the meal no later than forty-eight (48) hours from the beginning of the employee's next regular shift; otherwise, effective upon ratification by both parties, the employee will be paid twenty ($20.00) dollars in lieu of reimbursement for the meal.

B. To receive reimbursement for a meal under this provision the following rules shall be adhered to:
   1. Said meal must be eaten within two (2) hours a reasonable time after completion of the overtime work. Meals cannot be saved, consumed and claimed at some later date.

   2. In determining "reasonable cost," the following shall also be considered:

      a. The time period during which the overtime is worked; and
      b. The availability of reasonably priced eating establishments at that time; and
      c. The employee's dietary needs.

   3. The City shall not reimburse for the cost of alcoholic beverages.

C. In lieu of any meal compensation as set forth within this Section, the City may, at its discretion, provide a meal.

D. When an employee is called out to the field or a City facility in an emergency to work two (2) hours or longer of unscheduled overtime, immediately prior to or after their normal work shift of not less than eight (8) hours, said employee shall be eligible for meal reimbursement pursuant to this section; provided, however, if the employee is not given time off to eat a meal within a reasonable time two (2) hours after completion of the overtime, the employee shall be paid a maximum of Six Twenty Dollars ($620.00) in lieu of reimbursement for the meal.

Any time spent consuming a meal during working hours shall be without compensation.

ARTICLE 15 - GENERAL CONDITIONS

15.1 Correction of Payroll Errors – In the event it is determined there has been an error in an employee's paycheck, an underpayment will be corrected within two pay periods, and upon written notice an overpayment will be corrected as follows:

A. If the overpayment involved only one paycheck;

B. By payroll deductions spread over two pay periods; or

C. By payments from the employee spread over two pay periods.

D. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than Twenty-five Dollars ($25) per pay period.

E. If an employee separates from the Employer's service before an overpayment is repaid, any remaining amount due the Employer will be deducted from his/her final paycheck(s).

F. By other means as may be mutually agreed between the Employer and the employee. The Guild representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

15.2 The Employer and Guild agree to hold labor-management meetings as necessary. These meetings will be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this Agreement. Subjects for discussion at labor-management meetings during the term of this Agreement will be as agreed by the parties. The Guild will be permitted to designate members and/or stewards to assist its Guild Representative in such meetings. The purpose of labor-management meetings is to deal with matters of general concern to the Guild and management.

15.3 Employee Defense - Employees will have rights to consideration for defense by the City Attorney in litigation arising from their conduct, acts, or omissions in the scope and course of their City employment by the terms allowing such defense as provided in SMC Chapter 4.64. The Guild may submit their opinion in writing regarding the scope of the conduct in question to the department head for their consideration before a final determination is made. Issues arising out of application of this Municipal Code provision will not be a proper subject for the grievance procedure herein but may be submitted for review by the Employer in its normal process for such review.

15.4 Uniforms

Effective January 1, 2024, the Employer will provide eight hundred and fifty dollars ($850)as a uniform allowance to be paid on the employee's anniversary date. New employees will be provided Three Hundred Sixty-five Dollars ($365) for the purchase of their initial uniforms, and after six months of employment, they will be provided an additional One Hundred Fifty Dollars ($150).

Each new employee, on a one–time-only basis, will also be provided a new uniform jacket; however, if they leave the Court within the first year, they must return the jacket. If/when the Municipal Court makes a change in the uniform, the impact of such change must be negotiated. Employees are expected to report for duty in a full and presentable uniform including bulletproof vest.

15.5 Effective January 1, 2000, a fund equivalent to Two Thousand Four Hundred Eighty Dollars ($2,480) will be established; provided however, that any unspent fund dollars accumulated during the term of the current Agreement will not carry forward beyond the expiration date of the current Agreement. Thereafter, Twenty-four Dollars ($24.00) per employee per year will be added to the fund. Such fund will be administered by a labor-management committee for unbudgeted training, equipment and/or other job-related needs.

15.6 Supervisor's Files – Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250 and RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing an employee access to such files.

15.7 Employee Participation in Contract Negotiations - The parties to this agreement recognize the value to both the Guild and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective August 18, 2004, employees who participate in bargaining as part of the Guild's bargaining team during the respective employee's work hours will remain on paid status, without the Guild having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

1. Bargaining preparation and meetings of the Guild's bargaining team other than actual negotiations will not be applicable to this provision;
2. No more than an aggregate of one hundred (150) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, will be authorized under this provision.
3. If the aggregate of one hundred fifty (150) hours is exceeded, the Guild will reimburse the City for the cost of said employee(s) time, including any associated overtime costs.

15.8 Transit Passes – The City will provide transit passes consistent with SMC 4.20.370.

15.9 Employee Parking

A. If the City intends to implement a flex car program in a manner that would constitute a benefit for any employee(s) represented by a Guild that is a member of the Coalition of City Unions, the parties agree to open negotiations to establish the elements of said program that are mandatory subjects of bargaining prior to program implementation.

B. The City will take such actions as may be necessary so that employee costs directly associated with their City employment for public transportation and/or parking in a City owned facility paid through payroll deduction will be structured in a manner whereby said costs are tax exempt, consistent with applicable IRS rules and regulations. Said actions will be completed for implementation of this provision no later than January 1, 2003.

C. In exchange for all of the foregoing, the parties to this Memorandum of Understanding hereby acknowledge and affirm that a past practice will not have been established obligating the City to continue to provide employee parking in an instance where employees were permitted to park on City property at their work location if the City sells the property, builds on existing parking sites, or some other substantial change in circumstance occurs. However, the City will be obligated to bargain the impacts of such changes.

15.10 Safety Standards

All work will be done in a competent and safe manner, and in accordance with the State of Washington Safety Codes. Where higher standards are specified by the Employer than called for as minimum by state codes, Employer standards will prevail.

At the direction of the Employer, it is the duty of every employee covered by this Agreement to comply with established Safety rules, promote safety and to assist in the prevention of accidents. All employees covered by this Agreement are expected to participate and cooperate in the overall Safety Program of the Court.

The Guild will be notified in advance and included in any processes that are used by City Departments to determine employee membership on all departmental, divisional, and sectional Safety Committees. Guild notification and engagement protocols will be facilitated through departmental labor management committees.

The Employer will provide safe working conditions in accordance with W.I.S.H.A. and O.S.H.A.

The City shall follow OSHA/WISHA guidelines and recommendations in order to create written worksite safety plans to prevent heat-related illness and

ensure emergency preparedness for employees in the event of extreme outdoor heat.

Ergonomic Assessment – At the request of the employee, the Employer will ensure that an ergonomic assessment of the employee's workplace is completed in City facilities. Solutions to identified issues/concerns will be implemented within available resources.

Employee-elected members of the departmental safety committee will attend such safety committee meetings with no loss in pay.

Air Quality Assessment - Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with the safety committee section above.

Pandemic Health and Safety - The City will follow guidelines as set by the CDC and local Public Health entities with regard to any pandemic or disease outbreak.

The Employer and the Guild are committed to maintaining a safe work environment. The Employer and the Guild will determine and implement mechanisms to improve effective communications between the City and the Guild regarding safety and emergency-related information. The City will communicate emergency plans and procedures to employees and the Guild.

The City shall make reasonable efforts to provide an environment free from violence, harassment and other hazardous conditions. When the Guild or employee(s) report a hazardous conditions in the City operated workplace, the City shall conduct a risk assessment to identify potential hazards and make efforts to mitigate any findings. Both the risk assessment and mitigation plan will be shared with the impacted labor Organizations.

15.11 Ethical Standards for Court Employees

The Court and the Guild recognize that the holding of employment in the court system is a position of public trust. The Court is a unique organization. By definition we are an institution that stands for laws, accountability and consistency. To this point, more than other workplaces, the court can only employ individuals who demonstrate the highest standards of honesty, integrity and ethics. Thus, all court employees must observe the highest standards of ethical conduct as outlined by the Seattle Municipal Court's Code of Conduct and the City of Seattle's Code of Ethics. Regardless of bargaining unit status, all employees are expected to carry out their duties professionally and with a high level of integrity.

15.12 Criminal Background Investigations

In accordance with past practice, the Court will conduct background checks upon hiring of all employees. Employment will be contingent on the results of such background check. If the background investigation on any newly hired employee reveals any record of arrest or conviction, the Court will address the matter in accordance with established Court policy and Criminal Justice Information System (CJIS) requirements.

In addition, the Court will conduct background investigations of all employees every three years. If the background investigation on an employee reveals any record of arrest or conviction, the Court will address the matter in accordance with established Court policy and Criminal Justice Information System (CJIS) requirements.

15.13 The Guild and the City agree to the following

A. For the duration of this agreement, the City agrees to a re-opener to discuss Changes arising from or related to the Washington Paid Family and Medical Leave Program (Title 50A RCW) including, but not limited to, changes to the City's current paid leave benefit which may arise as a result of final rulemaking from the State of Washington, which may include changes to the draw down requirements associated with the City's Paid Family and Parental Leave programs;

B. A re-opener on impacts related to changes in the Affordable Care Act;

C. For the duration of the agreement, the Coalition agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Race and Social Justice Initiative efforts.

D. For the duration of the agreement, the Coalition agrees to open negotiations to modify Personnel Rule 10.3.3 to include current employees in the City's criminal background check policy.

E. Change Team - No later than sixty (60) days after the full ratification of this Agreement, Parties agree to initiate interest-based bargaining (IBB) on the subject of Change Team co-lead compensation, workload balance, and workplace protections. The Parties further agree that both the Director of Human Resources or designee(s), equal numbers of management and labor representatives and up to six (6) members of department Change Teams will be members of the IBB negotiation team. Upon completion of IBB, the Parties may agree by mutual consent to reopen this Agreement to incorporate agreed upon language. The Parties acknowledge that any new or modified language developed in IBB may need parameter approval from the LRPC and adoption by the Seattle City Council in order to be enforceable.

F. Dependent Care Task Force - The City and the Coalition of City Unions recognize a common interest in supporting employees by increasing access to safe, affordable, and quality dependent care services.

To meet this interest, the Parties will convene a joint Task Force to study options for a possible child and dependent care benefit program, including the possibility of a multi-employer dependent care voucher program. The joint Task Force shall be made up of equal numbers of labor representatives and representatives of the City.

The Task Force assessment should include an analysis of the need for dependent care by City employees, affordability, quality, location of child and adult care providers, and the administrative infrastructure needed to oversee the program. The assessment should also include an analysis of the costs and benefits of a dependent care benefit program and possible revenue sources such as the potential excess Health Insurance Rate Stabilization Fund. By mutual agreement, the Task Force may consult with outside experts to help with the assessment.

The Task Force shall provide a written report, with its analysis and recommendations, no later than end of year 2024.

15.14 Member Training - During each year of this agreement a Guild's principal officer may request that Guild members be provided with at least eight (8) hours or one (1) day, whichever is greater, of paid release time to participate in member training programs sponsored by the Guild. The Parties further agree that the release of employees shall be three (3) employee representatives per each Guild in an individual Department; or two percent (2%) of a single Guild's membership per each department, to be calculated as a maximum of two percent (2%) of an individual Guild's membership in that single department (not citywide), whichever is greater. The approval of such release time shall not be unreasonably denied for arbitrary and/or capricious reasons. When granting such requests, the City will take into consideration the operational needs of each Department. At its sole discretion, the City may approve paid release time for additional employee representatives from each Department on a case-by-case basis.

The Guilds shall submit to the Office of Labor Relations and the Department as far in advance as possible, but at least fourteen (14) calendar days in advance, the names of those members who will be attending each training course. Time off for those purposes shall be approved in advance by the employee's supervisor.

ARTICLE 16 – TEMPORARY EMPLOYMENT

16.1 A temporary assignment is defined as one of the following types:

16.1.1 Position Vacancy - An interim assignment(s) of up to one (1) year to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent; or

16.1.2. Incumbent Absence - An interim assignment for up to one (1) year to perform work associated with a regularly budgeted position when the incumbent is temporarily absent; or

16.1.3 Short-term Assignment - A short-term assignment of up to one (1) year, to perform work in response to an emergency or unplanned need such as peak workload, special project or other short-term work that does not recur and does not continue from year to year; or

16.1.4 Less than Half-time Assignment - A less than half-time assignment for seasonal, on-call, intermittent or regularly scheduled work that may be ongoing or recur from year to year, but does not exceed one thousand forty (1040) hours per year, except as provided by Personnel Rule 11; or

16.1.5 Term-limited Assignment - An assignment to perform time-limited work of more than one (1) but not more than three (3) years for:

a. specific project, grant or other non-routine substantial body of work, or for the replacement of a regularly appointed employee when that employee is absent on long-term disability time loss, medical or military leave of absence.

b. Replacement of a regularly appointed employee who is assigned to special term-limited project work.

c. Replacement of a regularly appointed employee who has been released for Guild leave pursuant to Guild Leave.

16.2 Temporary workers in the following types of assignments will cease receiving premium pay at the time indicated and begin receiving wage progression and benefits as provided in SMC 4.20.055 D.

16.2.1 Interim and short-term assignments after one thousand forty (1040) regular straight time hours for the remainder of the assignment unless the Seattle Human Resources Director determines that the assignment will terminate so imminently that the benefits package would be of minimal value to the worker; or

16.2.2 Term-limited assignments starting with the first day and for the duration of the assignment; or,

16.2.3 Any assignments that the appointing authority has proposed be converted to regular position authority regardless of the number of hours worked.

16.3 Temporary employees will be exempt from all provisions of this Agreement except Article 16, Temporary Employment; Article 4; Sections 11.1 through 11.7, 11.9, 11.10, 11.12, Section 14.2; and Article 5, Grievance Procedure; provided however, temporary employees will be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section. Where the provisions in Personnel Rule 11 do not conflict with the expressed provisions of this Agreement, the Personnel Rule 11 will apply and be subject to the grievance procedure as provided for in Article 6.

16.3.1 Temporary employees who are not in benefits-eligible assignments will be paid for all hours worked at the first Pay Step of the hourly rates of pay set forth within the appropriate Appendix covering the classification of work in which he/she is employed. Temporary employees who are in a benefits-eligible assignment will receive step increases consistent with Personnel Rule 11.

16.3.2 Premiums Applicable Only To City Of Seattle Temporary Employees Who are not in Benefits-Eligible Assignments - Each temporary employee will receive premium pay as hereinafter set forth based upon the corresponding number of cumulative non-overtime hours worked by the temporary employee unless the employee is in a benefits-eligible assignment:

0001st hour through 0520th hour ....5% premium pay

0521st hour through 1,040th hour ...10% premium pay

1,041st hour through 2,080th hour ..15% premium pay (If an employee worked 800 hours or more in the previous twelve [12] months, they will receive twenty percent [20%] premium pay.)

2,081st hour.....20% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they will receive twenty-five percent [25%] premium pay.)

The appropriate percentage premium payment will be applied to all gross earnings.

16.3.2.1 Once a temporary employee reaches a given premium level, the premium will not be reduced for that temporary employee as long as the employee continues to work for the City without a voluntary break in service as set forth within Section 16.3.8. Non-overtime hours already worked by an existing temporary employee will apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the City may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.

16.3.2.2 The premium pay in Section 16.3.2 does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage will be added on to the premium pay percentages for the temporary employee to whom it applies.

16.3.2.3 Cumulative sick leave with pay computed at the same rate and with all benefits and conditions required by SMC 14.16 and other applicable laws such as RCW 49.46.210. will be granted to all temporary employees not eligible for fringe benefits pursuant to Seattle Municipal Code subsection 4.20.055(C).

16.3.3 Dental and Vision Coverage to Temporary Employees Who are not in Benefits-Eligible Positions - Once a temporary employee has worked at least one thousand forty (1040) cumulative non-overtime hours and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, he/she may within ninety (90) calendar days thereafter elect to participate in the City's medical and dental insurance programs by agreeing to pay the required monthly premium. To participate, the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or the City, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. After meeting the requirements stated in this Section, a temporary employee will also be allowed to elect this option during any subsequent open enrollment period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion will be dropped from City medical and dental coverage and will not be able to participate again while employed by the City as temporary. If a temporary employee's hours of work are insufficient for his/her pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

16.3.4 Holiday Work for Non-Benefits-Eligible Temporary Employees - A temporary employee who works on any of the specific calendar days designated by the City as paid holidays will be paid at the rate of one and one-half (1 1/2) times

their regular straight-time hourly rate of pay for hours worked during their scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1 1/2) times the employee's regular straight-time rate of pay will apply to those temporary employees who work on the weekend day specified as the holiday.

16.3.5 Non-Benefits-Eligible Temporary Employee Unpaid Leave - A temporary employee who is scheduled to work regularly or on and off throughout the year and who has worked two thousand eighty (2080) cumulative non-overtime hours without a voluntary break in service and who has also worked eight hundred (800) non-overtime hours or more in the previous twelve (12) months, may request an unpaid leave of absence not to exceed the amount of vacation time they would have earned in the previous year if they had not received vacation premium pay in lieu of annual paid vacation. Where such requests are made, the timing and scheduling of such unpaid leaves must be agreeable to the Court. The leave will be handled in a manner similar to the scheduling of vacation for regular employees. This provision will not be applicable in cases where a temporary employee accrues vacation time rather than premium pay as set forth within Section 16.3.7.

16.3.6 Premium pay set forth within Section 16.3.2 will be in lieu of the base level of vacation and all other fringe benefits, such as holiday pay, funeral leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 16.3.2.2, 16.3.3, and 16.3.4.

16.3.7 The City may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide all fringe benefits covered by the premium pay set forth within Section 16.3.2 to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 16.3.2 will no longer be applicable to that particular group of temporary employees. The City, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide paid vacation and/or sick leave benefits to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees without providing other fringe benefits and in such event the premium pay in Section 16.3.2 will be reduced by a percentage amount equivalent to the value of vacation benefits. The applicable amount for base-level vacation will be recognized as four point eight one percent (4.81%) which could be higher dependent upon accrual rate increases. The City will not use this option to change to and from premiums and benefits on an occasional basis. The City may also continue to provide benefits in lieu of all or part of the premiums in Section 16.3.2 where it has already been doing so and it may in such cases

reduce the minimum paid to the affected employees by the applicable percentage.

16.3.8 The premium pay provisions set forth within Section 16.3.2 will apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service will be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one year (12 months or 26 pay periods), it will be presumed that the employees break in service was voluntary.

16.3.9 The City may work temporary employees beyond one thousand forty (1,040) regular hours within any twelve (12) month period; provided, however, the City will not use temporary employees to supplant permanent positions. The City will not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 16.3.2 or solely to avoid considering creation of permanent positions.

16.3.9.1 In the event that an interim assignment of a temporary employee to a vacant regular position accrues more than one thousand five hundred (1500) hours or accumulates hours in eighteen (18) or more consecutive pay periods, the City will notify the Guild that a labor-management meeting will take place within two weeks for the purpose of discussing the status of filling the vacant position prior to one year.

16.3.10 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a budgeted position without a voluntary break in service greater than thirty (30) days will have his/her time worked counted for purposes of salary step placement (where appropriate) and eligibility for medical and dental benefits under Article 12. In addition, a temporary employee who is in a term-limited assignment will receive service credit for layoff purposes if the employee is immediately hired (within thirty (30) business days without a break in service) into the same job title and position after the term is completed.

16.3.11 The parties agree that the City's Temporary Employment philosophy and practices will be part of the Labor Management Leadership Committee (LMLC) Workplan.

16.3.12 Effective December 25, 2019, temporary employees will be entitled to shift differential and overtime meal allowance.

16.3.13 Temporary employees covered by this agreement are eligible to apply for all positions advertised internally.

ARTICLE 17 - SUBORDINATION OF AGREEMENT

17.1 It is understood that the parties hereto and the employees of the Employer are governed by the provisions of applicable federal law, state law, and City Charter. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said federal law, state law, or City Charter are paramount and will prevail.

17.2 It is also understood that the parties hereto and the employees of the Employer are governed by applicable City Ordinances, and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE 18 - SAVINGS CLAUSE

18.1 If an Article of this Agreement or any addenda thereto is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article is restrained by such tribunal, the remainder of this Agreement and addenda will not be affected thereby, and the parties will enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article.

18.2 If the City Charter is modified during the term of this Agreement and any modifications thereof conflict with an express provision of this Agreement, the express provision will become null and void.

ARTICLE 19 - ENTIRE AGREEMENT

19.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement will add to or supersede any of its provisions.

19.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter, whether or not specifically referred to or covered in this Agreement.

ARTICLE 20 - TERM OF AGREEMENT

20.1 Upon execution by both parties, this Agreement will become effective and will remain in effect through December 31, 2026. The Mayor hereby agrees only to those provisions that are related to wages and wage-related benefits. The Presiding Judge hereby agrees only to those provisions that are not related to wages or wage-related benefits.

Signed this _____ day of _____,2024.

SEATTLE MUNICIPAL COURT
MARSHALS' GUILD

By_____
Nate Conder, Guild President
Marshals' Guild

By_____

CITY OF SEATTLE
Executed under authority of
Ordinance _____

By_____
Mayor Bruce Harrell

By_____
Presiding Judge Faye Chess

By_____
Shaun Van Eyk,
Director of Labor Relations

By_____
Afton Larsen, Labor Negotiator

SEATTLE MUNICIPAL COURT MARSHALS' GUILD

APPENDIX A

The classifications and corresponding rates of pay covered by this Agreement are as follows:

Section 1. Hourly Base Wage Rates as of January 4th, 2023:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Municipal Court Marshal	$37.41	$38.98	$40.52	$42.05	$43.67	$45.38
Municipal Court Marshal, Sr.	$44.15	$45.88	$47.69	$49.56	$51.57	---

Section 2. Hourly Base Wage Rates as of January 4th, 2024:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Municipal Court Marshal	$41.35	$43.09	$44.79	$46.47	$48.27	$50.16
Municipal Court Marshal, Sr.	$48.64	$50.55	$52.55	$54.61	$56.82	---

Section 3. Hourly Base Wage Rates as of January 4th, 2025:

Effective January 6, 2025, wages will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2021 through June 2022 to the period June 2023 through June 2024, minimum 1.2%, maximum 4%.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Municipal Court Marshal	$42.43	$44.21	$45.96	$47.69	$49.53	$51.47
Municipal Court Marshal, Sr.	$51.38	$53.40	$55.51	$57.51	$57.69	$60.02

Section 3. Hourly Base Wage Rates as of January 10th, 2026:

Effective January 10, 2026, employees base wages will be increased one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

The base wage rates referenced above will be calculated by applying the appropriate percentage increase to base hourly rates or as otherwise provided for herein. The rates in each Appendix are understood to be illustrative of the increases provided in Articles 7.1 through 7.4, and any discrepancies will be governed by those Articles.

APPENDIX B

Work Life Support Committee (WLSC)

1) Purpose. The Work/Life Support Committee (WLSC) will be a citywide Labor Management Committee to promote an environment for employees that supports and enhances their ability to meet their responsibilities as employees of the City of Seattle and support their work life balance. The WLSC may provide recommendations to the Mayor and City Council on programs and policies that further support the work life balance.

2) Workplan. The WLSC will develop an annual workplan to identify programs and policies that promote a work life balance for city employees. These may include, but are not limited to, dependent care subsidy/support program for eligible employees, enhancing alternative work arrangements, flexible work hours, job sharing, on-site/near site child care, expanding definition of family for access to leave benefits, shift swaps, resource and referral services, emergency leave, and back-up care. This committee may conduct and make recommendations no later than March 31 of each year.

3) Membership. The membership of WLSC will be made up of the Mayor or designee, the Director of Labor Relations or designee, up to five Directors or designee from city departments, members designated by the Coalition of City Unions at equal numbers as the management representatives. If a CCU designee is a city employee, they will notify their supervisor and management will not unreasonably deny the participation on paid release time on the WLSC.

4) Meetings. The WLSC will meet at least four (4) times per calendar year. The WLSC may meet more frequently if necessary if all parties agree.

5) Additional Resources. The WLSC may establish workgroups that include other department representatives and/or subject matter experts. These subcommittees will conform with rules established by the WLSC.

6) The WLSC and its subcommittee(s) will not have the authority to change, amend, modify or otherwise alter collective bargaining agreements.

APPENDIX C

Memorandum of Understanding

The following MOU attached hereto as Appendix B and signed by the City of Seattle and the Coalition of City Unions ("Parties"), is adopted and incorporated as an Appendix to this Agreement to address certain matters with respect to membership and payroll deductions after the U.S. Supreme Court's decision in Janus v. AFSCME. The Agreement is specific and limited to the content contained within it. Nothing in the MOU is intended, nor do the Parties intend, for the MOU to change the ability to file a grievance on any matter of dispute which may arise over the interpretation or application of the collective bargaining agreement itself. Specifically, nothing in the MOU is it intended to prevent the filing of a grievance to enforce any provision of Article 3, Union Membership and Dues. Any limitations on filing a grievance that are set forth in the MOU are limited to actions that may be taken with respect to the enforcement of the MOU itself, and limited specifically to Section B of the MOU.

MEMORANDUM OF UNDERSTANDING

By and Between

THE CITY OF SEATTLE

And

COALITION OF CITY UNIONS

(Amending certain collective bargaining agreements)

Certain Unions representing employees at the City of Seattle and the Seattle Municipal Court have formed a coalition (herein referred to as "Coalition of Municipal Court Unions,) to collectively negotiate the impacts of the *Janus v. AFSCME* Supreme Court decision and other conditions of employment with the City of Seattle (herein referred to as "City;" together the City and this Coalition of City Unions shall be referred to as "the Parties"); and

This Coalition of Municipal Court Unions for the purpose of this Memorandum of Understanding (MOU) shall include the following individual Unions, provided that the named Unions are also signatory to this MOU: the Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 763; the Seattle Municipal Court Marshals' Guild.

Background

In June of 2018, the United States Supreme Court issued the *Janus v. AFSCME decision.* In response to this change in circumstances, this Coalition of City Unions issued demands to

bargain regarding the impacts and effects of the *Janus v. AFSCME* Supreme Court decision.

Included in the Parties collective bargaining agreements is a subordination of agreement clause that in summary states, *It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, City Charter, and state law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal law, City Charter, or state law are paramount and shall prevail.*

The parties have agreed to engage in negotiations over the impacts and effects of this change in circumstances to reflect compliance with the *Janus v. AFSCME* Supreme Court decision.

Agreements

Section A. Amended Union Dues and Membership Language

The Parties agree to amend and modify each of the Parties' collective bargaining agreements as follows:

Article X -Union Engagement and Payroll Deductions

The City agrees to deduct from the paycheck of each employee, who has.so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The performance of this function is recognized as a service to the Union by the City and The City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only. The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from Union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit. The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement. At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of their bargaining unit attending the Orientation.

The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

New Employee and Change in Employee Status Notification: The City shall supply the Union with the following information on a monthly basis for new employee's: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.

Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of their dues authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the union that the terms of the employee's authorization regarding dues deduction revocation have been met. The City will refer all employee inquiries or communications regarding union dues to the appropriate Union.

Section B. Agreement on Impacts of the Janus v. AFSCME Supreme Court Decision

The Parties further agree:

1. Member Training: During each year of this agreement a Union's principal officer may request that Union members be provided with at least eight (8) hours or one (1) day, whichever is greater, of paid release time to participate in member training programs sponsored by the Union. The Parties further agree that the release of employees shall be three (3) employee representatives per each Union in an individual Department; or two percent (2%) of a single Union's membership per each department, to be calculated as a maximum of two percent (2%) of an individual Union's membership in that single department (not citywide), whichever is greater. The approval of such release time shall not be unreasonably denied for arbitrary and/or capricious reasons. When granting such requests, the City will take into consideration the operational needs of each Department. At its sole discretion, the City may approve paid release time for additional employee representatives from each Department on a case-by-case basis.

2. The Unions shall submit to the Office of Labor Relations and the Department as far in advance as possible, but at least fourteen (14) calendar days in advance, the names of those members who will be attending each training course. Time off for those purposes shall be approved in advance by the employee's supervisor.

3. New Employees: The City shall work with the Seattle Department of Technology to develop an automated system to provide the Union with the following information within ten (10) working days after a new employee's first day of work: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate, FTE status. Until the process has been automated the departments may provide the Union notice at the same time the department notifies SDHR benefits, by sending an email to the Union providing the notice of hire. Upon automation departments may elect to not provide notice to the Unions and official notice will only be given by SDHR. The Parties agree to continue to work with departments to provide notice of new hires to the Union no later than 10 working days from the employee first day of work.

4. This agreement is specific and limited to the referenced demand to bargains and the associated negotiations related to the impacts regarding the Janus v. AFSCME decision and sets no precedent or practice by the City and cannot be used or introduced in any forum or proceeding as evidence of a precedent or a practice.

5. Issues arising over the interpretation, application, or enforceability of the provisions of this agreement shall be addressed during the Coalition labor management meetings and shall not be subject to the grievance procedure set forth in the Parties' collective bargaining agreements.

6. The provisions contained in "Section B" of this MOU will be reviewed when the current collective bargaining agreements expire. The Parties reserve their rights to make proposals during successor bargaining for a new agreement related to the items outlined in this MOA.

7. This Parties signatory to this MOU concur that the City has fulfilled its bargaining obligations regarding the demand to bargains filed as a result of the Janus v. AFSCME Supreme Court decision.

FOR THE CITY OF SEATTLE:

~~Susan McNab~~, Bobby Humes

Interim Seattle Human Resources Director

Ed McKenna

Presiding Judge, Seattle Municipal Court

Laura A. Southard,

Deputy Director/Interim Labor Relations Director

SIGNATORY UNIONS:

Scott Fuquay, President

Seattle Municipal Court Marshals' Guild

IUPA, Local 600

Amy Bowles, Union Representative

PTE, Local 17

Professional, Technical, Senior Business, Senior Professional Administrative Support

Scott A. Sullivan, Secretary-Treasurer

Teamsters, Local 763; Municipal Court

Steven Pray, Union Representative

PTE, Local 17

Professional, Technical, Senior Business, Senior Professional Administrative Support, & Probation Counselors

AGREEMENT

By and Between

THE CITY OF SEATTLE

and the

SEATTLE DISPATCHERS' GUILD

Effective through December 31, 2026

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AGREEMENT

By and Between THE CITY OF SEATTLE

and

SEATTLE DISPATCHERS' GUILD

PREAMBLE

The rules contained herein constitute an Agreement between the City of Seattle, hereinafter referred to as the City or the Employer, and the Seattle Dispatchers' Guild, hereinafter referred to as the Guild or bargaining unit, governing wages, hours and working conditions for the Seattle Dispatchers.

The City and the Guild agree that the purpose of this Agreement is to provide for fair and reasonable compensation and working conditions for employees of the City as enumerated in this Agreement, and to provide for the efficient and uninterrupted performance of municipal functions.

ARTICLE 1 - NON-DISCRIMINATION

1.1 The City and the Guild agree that they will not discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the City.

1.2 The City shall not discriminate against any employee on account of membership in the Guild, Guild activity, or service by authorized representatives on behalf of the Guild in negotiating or administering provisions of this Agreement.

ARTICLE 2 - GENDER

2.1 Whenever words denoting the feminine or masculine gender are used in this Agreement, they are intended to apply equally to all gender.

ARTICLE 3 - RECOGNITION AND BARGAINING UNIT

3.1 The City hereby recognizes the Seattle Dispatchers' Guild as the exclusive collective bargaining representative for the purposes stated in Chapter 108, Extra Session, Laws of 1967 of the State of Washington, of all employees employed within the bargaining unit defined in Appendix A of this Agreement. This shall include full-time and part-time employees.

3.1.1 The term "employee" shall be defined to include probationary employees, regular employees, full-time employees, and part-time employees not otherwise excluded or limited in the following Sections of this Article.

3.1.2 The term "probationary employee" shall be defined as an employee who is within their first twelve (12) month trial period of employment following their initial regular appointment within the classified service.

3.1.3 The term "regular employee" shall be defined as an employee who has successfully completed a twelve (12) month probationary period and who has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.

3.1.4 The term "full-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule of forty (40) hours per week.

3.1.5 The term "part-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule averaging at least twenty (20) hours but less than forty (40) hours per week.

3.1.6 The terms "temporary employee" and "temporary worker" shall be defined to include both temporary and less than half time employees and means a person who is employed in one of the following temporary assignments:

1. Position Vacancy: An interim assignment(s) of up to one (1) year to a vacant regular position to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent; or

2. Incumbent Absence: An interim assignment for short-term replacement of a regular employee of up to one (1) year when the incumbent is temporarily absent; or

3. Short-term Assignment: A short-term assignment of up to one (1) year, which may be extended beyond one year only while the assignment is in the process

of being converted to a regular position, to perform work that is not ongoing regular work and for which there is no regularly budgeted position; or

4. Less than Half-time Assignment: A less than half-time assignment for seasonal, on-call, intermittent or regularly scheduled work that normally does not exceed one thousand forty (1040) hours in a year, but may be extended up to one thousand three hundred (1300) hours once every three years and may also be extended while the assignment is in the process of being converted to a regular position; or

5. Term-limited Assignment: A term-limited assignment for a period of more than one (1) but less than three (3) years for:

   a) Special time-limited project work that is clearly outside the routine work performed in the department and that requires skills and qualifications that are typically not used by the department, or

   b) Replacement of a regularly appointed employee who is assigned to a special term-limited project work, or

   c) for the replacement of a regularly appointed employee absence of longer than one (1) year is due to disability time loss, authorized leave of absence for medical reasons or military leave of absence.

   d) Replacement of a regularly appointed employee who has been released for union leave pursuant to Article 22.26.

3.2 All provisions expressed in Chapter 11.0 of the Personnel Rules shall govern the utilization and management of temporary assignments, except whereas they are inconsistent with the expressed terms of the collective bargaining agreement.

3.2.1 Temporary employees covered by this Agreement are eligible to apply for all positions advertised internally.

3.3 Temporary employees shall be exempt from all provisions of this Agreement except Article 1, Article 3, Article 5, Article 10.1, 10.1.1, 10.2, 10.5, Appendix A.7.2. and Article 8, Grievance Procedure; provided, however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section.

3.4 Temporary employees who are not in eligible assignments shall be paid for all hours worked at the first pay step of the hourly rates of pay set forth within the Appendix covering the classification of work in which they are employed. Temporary employees who are in a benefits-eligible assignment shall receive step increases consistent with Personnel Rule 11.

3.4.1 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a regular position in a Step Progression Program without a break in service of greater than thirty (30) days shall have their temporary service credited toward salary placement, provided the service was in a job title corresponding to the same or higher classification in the same series as the regular appointment.

3.5 Cumulative sick leave with pay computed at the same rate and with all benefits and conditions required by Seattle Municipal Code Chapter 14.16 and other applicable laws, such as RCW 49.46.210 shall be granted to all temporary employees not eligible for fringe benefits pursuant to Seattle Municipal Code subsection 4.20.055(C).

3.6 The elected President, Vice President, Secretary-Treasurer, designated Shop Stewards, and members of the Board of Directors of the Guild are recognized by the Employer as official representatives of the Guild, empowered to act on behalf of the members of the unit for negotiating with the Employer.

3.7 The President, Vice President, Secretary-Treasurer, Shop Steward(s), or their designated alternate(s) shall be the liaison between members of the bargaining unit and the CARE Department and the City of Seattle.

ARTICLE 4 - RIGHTS OF MANAGEMENT

4.1 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City and as such, maximized productivity is recognized to be an obligation of the parties to this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal service, the right to increase, diminish, or change operations, in whole or in part, the right to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment (including technology that allows citizens to directly complete non-emergency police reports online that are currently being completed by bargaining unit members), the assignment of employees to specific jobs within the bargaining unit, the right to temporarily assign employees to a specific job or position outside the bargaining unit, and the right to determine appropriate work out-of-class assignments.

4.2 The right to recruit; hire; assign; promote; discipline and discharge for just cause; improve efficiency; determine rules relating to acceptable employee conduct; determine the number of shifts and the number of personnel assigned to such shifts; and the location of department headquarters are examples of management prerogatives. It is also understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement.

4.2.1 Staffing Levels and Discretionary Time Off:

1. Management shall have the discretion to set and adjust minimum staffing levels to meet service needs.

2. The “Rule of 3” governing discretionary time off shall be modified to allow for a proportional increase in the number of employees permitted to take discretionary time off when the number of filled operations floor positions increase.

3. The proportional increase shall match the percentage increase in positions

4. If the number of filled positions decreases, the “Rule of 3 or 4” shall be modified for a proportional decrease in the number of employees permitted to take discretionary time off.

Example:

A. Initial staffing of Police Communications Dispatchers 1,2, and 3 assigned to the operations floor is 100 positions. If the City of Seattle increases the number of filled positions from 100 to 110 this would represent a 10%

increase in staffing.

B. Management will increase the “Rule of 3” to the “Rule of 4” on 10% of the days in the year and subsequent years.

C. Within 30 days management will provide the Guild with the list of days in which the “Rule of 3” was increased to the “Rule of 4.”

D. Discretionary time off Pilot Project dated 11/15/2023. The Parties agree to work colabativly to review, amend and update the policy through the labor management committee. The Goal will be to finalize the process.

4.3 The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for work under the following guidelines: (1) required expertise is not available within the City work force, or (2) the occurrence of peak loads above the work force capability. Determination as to (1) or (2) above shall be made by the department head involved; provided, however, prior to approval by the department head involved to contract out work under this provision, the Union will be notified 30 days prior to the start of any new contract or as soon as the department is aware of the need to contract. This notification shall include:

1. A detailed justification for the proposed contracting;

2. A labor force analysis demonstrating why the current workforce cannot complete the work;

3. The location where the work will be performed;

4. A description of the work to be contracted;

5. The estimated duration and amount of the contract;

6. The intended start date; and

7. The date the work must be completed, if applicable.

The City will, during its budget process, review the use of contractors in the terms of nature of work, the duration, and the number of hours of contractor work being performed in conjunction with effected union(s). Based on the review, if the City and Union(s) determine(s) there is an ongoing need, the Parties will, in good faith, collaboratively determine whether the circumstances warrant the proposal of additional regular positions.

The Guild may grieve contracting out for work as described herein, if such contract involves work normally performed by employees covered by this Agreement.

ARTICLE 5 - GUILD ENGAGEMENT AND PAYROLL DEDUCTIONS

5.1 The City agrees that the Guild has the right to encourage all employees in the bargaining unit to become and remain members in good standing of the Guild and the Guild accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status.

5.2 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The performance of this function is recognized as a service to the Union by the City and The City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only. The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from Union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

5.3 The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit. The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

5.4 The City will require all new employees to attend a New Employee Orientation (NEO). Within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement. At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of their bargaining unit attending the Orientation.

5.5 The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

5.6 New Employee and Change in Employee Status Notification: The City shall supply the Union with the following information on a monthly basis for new employees: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate. The City shall also notify the Union on a monthly basis regarding employee status changes for employees who have transferred into a bargaining unit position and any employees who are no longer in the bargaining unit. For employees who have transferred into the bargaining unit, the

City shall supply the Union with the employee's name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.

5.7 Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of their dues authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the union that the terms of the employee's authorization regarding dues deduction revocation have been met. The City will refer all employee inquiries or communications regarding union dues to the appropriate Union.

5.7.1 The City will notify the appropriate Union with New Hire information as soon as possible but no later than the first day of work. The City will supply the Union with the following information <u>on a monthly basis</u> for new employees:

a) Name
b) Home address
c) Personal phone
d) Personal email (if a member offers)
e) Job classification and title
f) Department and division
g) Work location
h) Date of hire
i) Hourly or salary (FLSA) status
j) Compensation rate

Upon transition to Workday, the City agrees to notify the Union with new hire information (as enumerated above) no later than one work week after the employee's first day of work. In the event that transmission is delayed or the system is unable to send weekly notification, the Parties agree to meet to discuss an alternative notification process no later than May 1, 2024.

The City will also notify the Union on a monthly basis regarding employee status changes for employees who have transferred into a bargaining unit position and of any employees who are no longer in the bargaining unit.

<u>See also: Appendix E – Memorandum of Agreement, 2018</u>

ARTICLE 6 - LABOR-MANAGEMENT COMMITTEE, LABOR-MANAGEMENT LEADERSHIP COMMITTEE AND EMPLOYEE INVOLVEMENT COMMITTEES

6.1 The City and the Guild agree to establish on an ad hoc basis a joint Labor-Management Committee consisting of three representatives named by the Guild, three representatives of the Department, and the Director of Labor Relations or their representative and an additional representative for either party on a case-by-case basis if both parties concur. The purpose of this Committee is to deal with matters of general concern to the Guild and the City, as opposed to individual complaints of employees; provided, however, it is understood that the Labor-Management Committee shall function in a consultative capacity and shall not be considered a decision-making body. Either the Guild or the City may initiate discussion of any subject of a general nature affecting employees covered by this Agreement.

6.2 The Labor-Management Committee shall meet monthly at the request of either party and at a time and place determined by the parties. Labor-Management Committee members shall be on on-duty status for up to a maximum of three (3) hours per month during such meetings. An agenda describing the issue(s) to be discussed shall be prepared by the initiating party and forwarded to the other party at least five (5) working days in advance of each meeting. Requests for such a meeting shall be made in writing by the Guild or the City Director of Labor Relations or their delegated representatives.

6.3 The Labor-Management Leadership Committee will be a forum for communication and cooperation between labor and management to support the delivery of high quality, cost-effective service to the citizens of Seattle while maintaining a high quality work environment for City employees.

6.4 Employment Security - Labor and management support continuing efforts to provide the best service delivery and the highest quality service in the most cost-effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing workplace issues, including administrative and service delivery productivity, efficiency, quality controls, and customer service.

Labor and management agree that, in order to maximize participation and results from the Employee Involvement Committees (EIC), no one will lose employment or equivalent rate of pay with the City of Seattle because of efficiencies resulting from an EIC initiative.

In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee, who chooses not to participate in and/or accept a reasonable employment

offer, if qualified, will terminate their rights under this employment security provision.

This provision will extend only for the term of this Agreement, unless the parties mutually agree to extend this specific provision beyond the expiration of the Agreement.

6.5 Safety Committee - The Guild shall be notified in advance and included in any processes that are used by the department to determine employee membership on all departmental, divisional, and sectional Safety Committees. Union notification and engagement protocols will be facilitated through the joint Labor Management Committee.

The Department will form joint safety committees in accordance with WISHA requirements at each permanent work location where there are eleven (11) or more employees. Where there is need, safety committees may also be formed at division levels, and/or unit levels, however these shall not replace the departmental safety committee.

When a department is setting up safety committee elections, it will notify the unions represented at that location and each union shall have 14 days to respond with union appointed members proportionate to their representation at the location. Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the appropriate Appointing Authority for review and action, as necessary. The Appointing Authority or designee will report follow-up action/information to the Safety Committee.

Ergonomic Assessment – At the request of the employee, the Employer will ensure that an ergonomic assessment of the employee's workplace is completed in City facilities. Solutions to identified issues/concerns will be implemented within available resources.

Air Quality Assessment - Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with the safety committee section above.

Pandemic Health and Safety - The City will follow guidelines as set by the CDC and local Public Health entities with regard to any pandemic or disease outbreak.

ARTICLE 7 - WORK STOPPAGE

7.1 The City and the Guild agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Guild and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slowdown, or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary action as may be determined by the City, including but not limited to the recovery of any financial losses suffered by the City.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1.1 Any dispute between the City and the Guild or between the City and any employee covered by this Agreement concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a contract grievance. At any step prior to arbitration in the contract grievance procedure, the parties are encouraged to present for consideration all facts related to the grievance that are available or which become available during the process. As a means to settle a grievance, at any step in the grievance procedure the City may offer a monetary settlement as a full settlement of the subject grievance. If multiple grievants are involved in the dispute, each grievant will be permitted to individually make the choice of payment or continuing the grievance process. Any employee at any time may present their grievance to the employer and have such grievance settled without the intervention of the exclusive bargaining representative, as long as such representative has been given an opportunity to be present at that grievance hearing and to make its views known, and as long as the settlement is not inconsistent with the terms of a collective bargaining agreement then in effect. Provisions of this article shall be retroactive to January 1, 2012.

8.1.2 An employee has the right to have a Guild Representative present at each step of the grievance procedure. Such dispute shall be processed in accordance with this Article. For purposes of processing, grievances will be categorized in two ways: “Discipline Grievances” and “Contract Grievances”.

Discipline grievances cover the challenge to a suspension, demotion or termination identified by the City as disciplinary in nature. A discipline grievance may be initiated at Step 3, at the Guild’s option, and may include related claims regarding an interpretation or claim of breach or violation of the terms of this Agreement.

Step 1. The contract grievance shall be presented in writing by the employee or Guild Representative, to the Manager twenty (20) business days of the alleged contract violation. If the grievance is initiated by the employee, it will be the obligation of the employee to provide the Guild with a copy of the written grievance. The written grievance shall include identification of the Section(s) of the Agreement allegedly violated, the violation and the remedy sought. There shall be no change in the nature of any grievance and the basis shall not be expanded after the initial submission of the grievance in written form. The immediate supervisor shall answer the grievance in writing within ten (10) business days after receipt of the alleged contract grievance. If the grievance was filed by an employee, the Manager shall provide the Guild with a copy of the response to the grievance.

Step 2. If the contract grievance is not resolved as provided in Step 1, the employee or Guild Representative shall forward the written contract grievance to the Deputy Chief with a copy to the City Director of Labor Relations within ten (10) business days after receipt of the Step 1 answer.

With Mediation:

At the time the aggrieved employee and/or the Guild submits the grievance to the Deputy Chief, the Guild or the aggrieved employee or the Deputy Chief may submit a written request for voluntary mediation assistance, with a copy to the Alternative Dispute Resolution (ADR) Coordinator, the City Director of Labor Relations and the Guild. If the Office of the Employee Ombud Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, the ADR Coordinator or their designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. A Guild Representative and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Guild. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the Bureau Chief and the Guild shall be so informed by the ADR Coordinator.

The parties to a mediation shall have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the collective bargaining agreement or to create a precedent regarding the interpretation of the collective bargaining agreement or to apply the settlement agreement to any circumstance beyond the explicit dispute applicable to said settlement agreement.

If the grievance is not resolved through mediation, the Deputy Chief shall thereafter convene a meeting within ten (10) business days between the Guild Representative and aggrieved employee, together with the designated supervisor, the Section Manager and any other members of management whose presence is deemed necessary to a fair consideration of the alleged contract grievance. The City Director of Labor Relations or their designee may attend said meeting. The Deputy Chief shall give a written answer to the Guild and to the employee, if the grievance was initiated by the employee, within ten (10) business days after the contract grievance meeting.

Without Mediation:

The Deputy Chief shall convene a meeting within ten (10) business days after receipt of the grievance between the aggrieved employee, Shop Steward and/or Guild Representative, together with the Deputy Chief, and departmental labor relations officer. The City Director of Labor Relations or their designee may attend said meeting. Within ten (10) business days after the meeting, the Bureau Chief shall forward a reply to the Guild.

Step 3. If the contract grievance is not resolved as provided in Step 2 above, the written contract grievance, as presented in Step 2, as well as a statement of the Guild's or employee's reason for nonacceptance of the Step 2 response, shall be forwarded by the Guild Representative or employee within ten (10) business days after receipt of the Step 2 answer to the City Director of Labor Relations with a copy to the Chief of CARE.

Discipline Grievances shall be submitted in writing by the Guild at Step 3 of the grievance process, within thirty (30) calendar days from the date of final action by the City. The Guild shall forward the Step 3 grievance to the Department's Human Resources Director and the City Director of Labor Relations with a copy to the Chief of CARE.

Mediation can be requested at Step 3 in the same manner as outlined in Step 2. The grievance must be filed in the time frame specified in Step 3 and responded to in the time frame specified in Step 3 after receipt of notification from the ADR Coordinator that the grievance was not resolved through mediation.

The Director of Labor Relations or designee shall investigate the alleged contract grievance. Either the Director of Labor Relations or the Guild may request a meeting at Step 3, in which case the

Director of Labor Relations or designee shall convene a meeting between the appropriate parties within ten (10) business days of receipt of the Step 3 grievance. He shall thereafter make a confidential recommendation to the Chief of CAREwho shall, in turn, give the Guild and the employee, if the grievance was initiated by the employee, an answer in writing ten (10) business days after receipt of the contract grievance or the meeting between the parties.

Step 4. If the contract grievance is not settled at Step 3, either the Guild or the Employer, but not the employee, may refer the grievance to arbitration. Referral to arbitration (PERC or AAA) must be made within twenty (20) business days after receipt of the decision in Step 3.

Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to binding arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of notification form the ADR Coordinator that the grievance was not resolved in mediation.

Either the Guild or the Employer may request the Washington State Public Employment Relations Commission to supply both parties with a list of five (5) qualified arbitrators. If no agreement is reached between the Guild and the Employer relative to the choice of an arbitrator from that list within ten (10) business days after receipt of said list, or the initiating party opts to bypass a PERC list of arbitrators, the contract grievance shall be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations. Referral to arbitration must be accompanied by the following information:

a. Identification of Section(s) of Agreement allegedly violated.

b. Details or nature of the alleged violation.

c. Position of party who is referring the grievance to arbitration.

d. Question(s) which the arbitrator is being asked to decide.

e. Remedy sought.

If the initiating party fails to proceed with the process for the selection of an arbitrator and, as a result of inaction by the initiating party, an arbitrator is not selected within ninety (90) calendar days of the referral to arbitration, the referral to arbitration shall be deemed withdrawn.

The Guild and the Employer agree to abide by the award made in connection with any arbitrable difference. There will be no suspension of work, slowdown or curtailment of services while any difference is in process of adjustment or arbitration.

In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

I. The arbitrator shall have no power to tender a decision that will add to, subtract from, or alter, change, or modify the terms of this Agreement, and their power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

II. The decision of the arbitrator shall be final, conclusive, and binding upon the City, the Guild, and the employees involved.

III. The cost of the arbitrator shall be borne equally by the City and the Guild, and each party shall bear the cost of presenting its own case.

IV. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.

8.2 Any time limits stipulated in the contract grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

8.3 A contract grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Guild and may be introduced at Step 3 of the contract grievance procedure and be processed within the time limits set forth herein.

8.4 As a means of facilitating settlement of a contract grievance, either party may include an additional member on its committee. If at any step in the contract grievance, management's answer in writing is unsatisfactory, the Guild's or employee's reason for non-acceptance must be presented in writing.

8.5 Employees covered by this Agreement shall follow all written and verbal directives even if such directives are allegedly in conflict with provisions of this Agreement. Disputes concerning conflicts between directives and the contract may subsequently be addressed through the grievance procedure.

8.6 Failure by an employee or the Guild to comply with any time limitations of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the City to comply with any time limits shall result in the Guild being able to progress to the next step of the grievance procedure.

8.7 For the purposes of this Article, the date of receipt by the Guild of a grievance step reply from the City shall be defined as the date it was hand delivered to the Guild president, vice president or secretary-treasurer or the date signed for on a return receipt for certified mail delivered to the business office of the Guild.

8.8 Property Interest Discipline Grievance

A. The burden of proof in disciplinary procedures shall be upon the City.

B. Where an appointing authority or their designee imposes or intends to impose property level discipline a preliminary notice of discipline shall be given to the employee. This preliminary notice of discipline shall contain (a) charges; (b) general description of the alleged acts and/or conduct upon which the charge is based and (c) the penalty to be imposed. A copy of the preliminary notice of discipline shall be concurrently provided to the local Union office. Upon request of the Union, the City shall provide a complete copy of the investigation files in advance of any Loudermill hearing requested in advance of issuing the formal discipline. The Union may also request a meeting to review the investigation file with the City's investigator.

ARTICLE 9 - CLASSIFICATIONS AND RATES OF PAY

9.1 The job titles of employees covered under this Agreement and the corresponding rates of pay are set forth in Appendix A which is attached hereto and made a part of this Agreement.

9.1.1 A. Effective January 4, 2023 employees covered by this agreement will receive a base wage increase of five percent (5%).

Employees will receive the following market adjustment effective January 3rd 2023 (Reflected in Appendix A):

TITLE	Mkt Adj Step 1	Mkt Adj Step 2	Mkt Adj Step 3	Mkt Adj Step 4	Mkt Adj Step 5
911 Emerg Comm Anly	$0.84	$0.88	$0.91	$0.94	$0.98
911 Emerg Comm Dispatcher I	$0.63	$0.65	$0.67	$0.70	$0.73
911 Emerg Comm Dispatcher II	$0.73	$0.76	$0.78	$0.81	$0.84
911 Emerg Comm Dispatcher III	$0.81	$0.84	$0.88	$0.91	$0.95
911 Emerg Comm Dispatcher Supv	$0.95	$0.99	$1.02	$1.06	$1.10

B. Effective January 3rd, 2024 employees covered by this agreement will receive a base wage increase of four and one half percent (4.5%).

Employees will receive the following market adjustment effective January 3rd, 2024 (Reflected in Appendix A):

TITLE	Mkt Adj Step 1	Mkt Adj Step 2	Mkt Adj Step 3	Mkt Adj Step 4	Mkt Adj Step 5
911 Emerg Comm Anly	$1.18	$1.23	$1.27	$1.32	$1.37
911 Emerg Comm Dispatcher I	$1.25	$1.30	$1.34	$1.40	$1.45
911 Emerg Comm Dispatcher II	$1.02	$1.06	$1.10	$1.14	$1.18
911 Emerg Comm Dispatcher III	$1.14	$1.18	$1.23	$1.28	$1.33
911 Emerg Comm Dispatcher Supv	$1.33	$1.38	$1.43	$1.49	$1.55

C. Effective January 4, 2025, wages will be increased 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2021 through June 2022 to the period June 2023 through June 2024, minimum 2%, maximum 4%.

Employees will receive the following market adjustment effective January 4th 2025(Reflected in Appendix A):

TITLE	Step 1	Step 2	Step 3	Step 4	Step 5
911 Emerg Comm Anly	$1.35	$1.40	$1.46	$1.51	$1.57
911 Emerg Comm Dispatcher I	$0.63	$0.65	$0.67	$0.70	$0.73
911 Emerg Comm Dispatcher II	$1.16	$1.21	$1.26	$1.30	$1.35
911 Emerg Comm Dispatcher III	$1.30	$1.35	$1.40	$1.46	$1.52
911 Emerg Comm Dispatcher Supv	$1.52	$1.58	$1.64	$1.70	$1.77

D. Effective January 10, 2026, employees base wages will be increased one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

E. Employees will pay the employee portion of the required premium [listed as the WA Paid Family Leave Tax and the WA Paid Medical Leave Tax on an employee's paystub] of the Washington State Paid Family and Medical Leave Program effective December 25, 2019

9.2 Correction of Payroll Errors - In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two pay periods; and upon written notice, an overpayment shall be corrected as follows:

A. If the overpayment involved only one paycheck;
   1. By payroll deductions spread over two pay periods; or
   2. By payments from the employee spread over two pay periods.

B. If the overpayment involved multiple paychecks, by a prepayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than Twenty-five Dollars ($25) per pay period.

C. If an employee separates from the City service before an overpayment is

repaid, any remaining amount due the City will be deducted from their final paycheck(s).

D. By other means as may be mutually agreed between the City and the employee. The Guild Representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

9.3 Upon initial appointment of a new employee to a Dispatcher I position, management has the right to place the employee at any step on the Dispatcher I pay scale. Upon initial appointment of a new employee to a Dispatcher II position and by mutual agreement of the parties, management may place the employee at any step on the Dispatcher II pay scale. Provided: if the new employee is eligible for consideration under Article 19.6 of this Agreement, the provisions of Article 19.6 will prevail.

Upon promotion of a radio trained Dispatcher I to a Dispatcher II position and by mutual agreement of the parties, management may place the employee at an accelerated step on the Dispatcher II pay scale. Provided: no newly promoted Dispatcher II shall be placed at a higher step than any incumbent Dispatcher II without raising any such incumbent Dispatcher II to that higher step.

ARTICLE 10 - HOURS OF WORK, OVERTIME AND OUT-OF-CLASSIFICATION PAY

10.1 Hours of Duty - The work week for members affected by this Agreement shall be the equivalent of forty (40) hours per week on an annualized basis. The workday shall be eight (8) hours a day including mealtime and breaks. The schedule for employees in the Communications Section shall be five (5) consecutive days worked, followed by two (2) consecutive days off; followed by five (5) consecutive days worked, followed by three (3) consecutive days off. The extra furlough days needed to accomplish this scheduling are generated by the following method: the twelve (12) City holidays are converted to (18) extra furloughs; added to that total is the number of weekend days (Saturdays and Sundays) in the calendar year. The three-day furlough pattern will be adjusted to a two-day furlough pattern by the Director of Deputy Director or their designee whenever necessary in order to arrive at the appropriate total furlough days per year. At the discretion of the Deputy Director, employees may substitute earned time off to make up for any furlough shortage so as to retain their normal pattern of 5-2, 5-3. Earned time off (discretionary time) to make up for any furlough shortage will not be counted toward the rule of 3 and proper notations on the watch boards will separately identify discretionary time off for any furlough shortage and the rule of 3. These adjustments and employee commitments to use accumulated discretionary time, in lieu of canceling furloughs, must be done at the beginning of the year, before vacation scheduling. Any other instances where there is a need to adjust furloughs, that is, take backs, will be at the discretion of the Director. Any change to this workweek must be agreed to by the Seattle CARE Department management and the Guild.

10.2 Effective January 1, 2025 The work week for members affected by this Agreement shall be the equivalent of forty (40) hours per week on an annualized basis. The workday shall be eight (8) hours a day including mealtime and breaks. The schedule for employees in the Communications Section shall be five (5) consecutive days worked, followed by two (2) consecutive days off; followed by five (5) consecutive days worked, followed by three (3) consecutive days off. The extra furlough days needed to accomplish this scheduling are generated by the following method: the twelve (14) City holidays are converted to (19) extra furloughs; added to that total is the number of weekend days (Saturdays and Sundays) in the calendar year. The three-day furlough pattern will be adjusted to a two-day furlough pattern by the Director of Deputy Director or their designee whenever necessary in order to arrive at the appropriate total furlough days per year. At the discretion of the Deputy Director, employees may substitute earned time off to make up for any furlough shortage so as to retain their normal pattern of 5-2, 5-3. Earned time off (discretionary time) to make up for any furlough shortage will not be counted toward the rule of 3 and proper notations on the watch boards

will separately identify discretionary time off for any furlough shortage and the rule of 3. These adjustments and employee commitments to use accumulated discretionary time, in lieu of canceling furloughs, must be done at the beginning of the year, before vacation scheduling. Any other instances where there is a need to adjust furloughs, that is, take backs, will be at the discretion of the Director. Any change to this workweek must be agreed to by the Seattle CARE Department management and the Guild.

10.2.1 Shift Schedules:

1st Watch 2300-0700 hours 2nd
Watch 0700-1500 hours 3rd
Watch 1500-2300 hours 4th
Watch 1900-0300 hours 5th
Watch 1100-1900 hours

10.2.2 Supervisor Shift Schedules

1st Watch 2200-0600
2nd Watch 0600-1400
3rd Watch 1400-2200

10.2.3 SDG members shall take breaks in a manner consistent with provisions of the Washington Administrative Code and City Personnel Rules. Specifically, employees shall not “bunch” their breaks and leave prior to the end of the scheduled shift extension.

10.2.4 All hours worked in excess of eight (8) in one (1) day, all hours worked on a scheduled furlough day and all hours worked in excess of forty (40) hours in a work week shall be considered as overtime. All paid leave shall be calculated as "hours worked" toward the overtime threshold. Such overtime shall be either paid for at the rate of one and one-half (1½) times the employee's regular straight time rate of pay or compensated for by compensatory time off at a rate of one and one-half (1½) times the overtime hours worked. Compensation in the form of compensatory time must be agreeable to both the affected employee and the City.

10.2.5 Overtime will be assigned using 2.011 Overtime Pilot Project, dated 7/1/2023. The Parties agree to work colabativly to review, amend and update the policy through the labor management committee. The Goal will be to finalize the process.

Employees who work more than five (5) consecutive days as a result of a change in shift schedule or management canceling their scheduled time-off, shall be compensated at the rate of time-and-one-half for those hours worked on the days in excess of five (5). At the employee’s option, this compensation will be in the form of pay or compensatory time, in compliance with Section 10.4.

During any quarterly shift change, if an employee is required to do a turnaround between shifts of eight (8) hours or less, the employee shall be granted paid leave time from the employee's leave bank, excluding sick leave, to ensure a minimum of eight (8) hours off.

10.2.6 Employees who as a result of a change in shifts work more than eight (8) consecutive hours will be compensated at the rate of time-and-one-half for those additional consecutive hours worked in excess of eight (8). Compensation in the form of compensatory time must be agreeable to both the affected employee and the City.

10.2.7 Scheduling Changes

Definitions: For the purpose of this section the following definitions shall apply:
Work Schedule – This is an employee's assigned workdays, work shift, and days off.
Workday – This is an employee's assigned day(s) of work.
Work Shift – This is an employee's assigned hours of work in a workday.
Days Off – This is an employee's assigned non-working days.

Extended Notice Work Schedule Change: At least fourteen (14) calendar days' advance notification shall be afforded affected employees when work schedule changes lasting longer than thirty (30) calendar days are required by the City. The fourteen (14) calendar day advance notice may be waived by mutual agreement of the employee and management, with notice to the Union.

Short Notice Work Schedule Change: At least forty-eight (48) hours advance notification shall be afforded affected employees when work schedule changes lasting less than thirty (30) calendar days are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first work shift worked under the new schedule.

Short Notice Work Shift Change: At least forty-eight (48) hours advance notification shall be afforded affected employees when work shift changes lasting less than thirty (30) calendar days are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first work shift worked under the new schedule.

10.2.8 Employees ordered to work overtime which is not an extension of duty at the beginning or end of a normal shift shall be paid a minimum of four (4) hours at the rate of time and one-half. This includes court appearances and any meetings called by the City which require the attendance of the employee.

10.2.9 An employee shall be entitled to extraordinary overtime, as provided by SMC 4.20.230, only under the following circumstances:

The Mayor has issued an Emergency Proclamation; and

The Communications Director has determined that continuing to maintain the emergency status of Communications Section personnel is necessary to respond to the emergency; and

The employee has been assigned overtime to provide additional staff beyond normal levels to meet the emergency. For example: if eighteen (18) employees is normal staffing for a given shift and because of the emergency, the Communications Director determines that twenty (20) employees are needed, the two (2) employees assigned overtime to fill positions nineteen (19) and twenty (20) would receive extraordinary overtime compensation. Under the same scenario, if only sixteen (16) employees reported for the shift, the two (2) employees assigned to fill positions seventeen (17) and eighteen (18) would receive time and one- half overtime.

An employee who is required by the City to work mandatory overtime will be compensated by compensatory time if the employee so chooses, in accordance with the provisions of Section10.4.

10.3 The maximum balance of compensatory time which an employee may accumulate will be thirty-two (32 hours. Employees will not knowingly apply for compensatory time when that application would exceed the thirty-two (32) hour limit. Employees cannot earn more than 176 hours of comp time per year in accordance with personnel rule 3.6.5.C.

Effective January 1, 2025 The maximum balance of compensatory time which an employee may accumulate will be thirty-two (32) hours. Employees will not knowingly apply for compensatory time when that application would exceed thirty-two (32) hour limit. Employees cannot earn more than 168 hours of comp time per year in accordance with personnel rule 3.6.5.C.

Effective January 1, 2026 The maximum balance of compensatory time which an employee may accumulate will be thirty-two (32) hours. Employees will not knowingly apply for compensatory time when that application would exceed the thirty-two (32) hour limit. Employees cannot earn more than 160 hours of comp time per year in accordance with personnel rule 3.6.5.C.

When overtime assignments are necessitated because of a shortage of bargaining unit members, bargaining unit members will be granted voluntary overtime or assigned mandatory overtime to rectify the staffing shortage. An employee shall be paid twenty dollars ($20.00) compensation for a meal when specifically directed by the City to work two (2) hours or longer before and/or after working a normal shift of at least eight (8) hours or to work two (2) hours or longer before or after working a shift of at least eight (8) hours when called in to work on a furlough day.

An employee shall not be limited to a single meal allowance in a day, as listed in the examples below:

Employee A works their regular scheduled shift of 0700-1500 and in addition works overtime from 1500-1900. Employee A is paid one (1) meal allowance.

Employee B works their regular scheduled shift of 1500-2300 and in addition works overtime from 1100-1500 and 2300-0300. Employee B is paid two (2) meal allowances.

Employee C works their regular scheduled shift of 1500-2300 and in addition works overtime from 2300-0300 and 0300-0700. Employee C is paid two (2) meal allowances.

Employee D works overtime for 1500-2300 on a furlough. Employee D is not paid a meal allowance.

Employee E works twelve (12) hours of overtime on a furlough. Employee E is paid one (1) meal allowance.

Employee F works sixteen (16) hours of overtime on a furlough. Employee F is paid two (2) meal allowances.

Any mandatory training overtime of three hours or more that does not include all classes of employees will be considered mandatory overtime for the purpose of earning mandatory credits/hours.

“Voluntary overtime” is overtime that is assigned by a Supervisor to employees who volunteer for the work.

“Mandatory overtime” is overtime that is assigned by a Supervisor in the absence of employees volunteering for the work and mandatory training overtime of three hours or more that does not include all classes of employees.

"Voluntary mandatory overtime" is shift extension overtime that is assigned by a Supervisor one day or less in advance that would be a mandatory overtime assignment, if an employee did not volunteer for the assignment.

"Under normal circumstances" does not refer to serious, weather, unusual occurrences, disasters or anything else that specifically cannot be planned for in advance. Sick leave, holidays and planned special events are considered under normal conditions.

Supervisors are subject to mandatory overtime at the supervisor position per the terms of this agreement. A supervisor has priority in working any overtime at the supervisor position.

10.3.1 Whenever a bargaining unit member is assigned by proper authority to perform all of the duties and accept all of the responsibility of an employee at a higher paid classification within the bargaining unit for a period of four (4) consecutive hours or longer in a given work shift, the employee shall be paid at the rate established for such classification at a step which is closest to a 4% increase while performing such duties and accepting such responsibility; provided, compensation for Dispatcher IIIs working out of classification as the Radio Supervisor shall be paid at a step closest to a 4% increase above the Dispatcher III step wage rate they are entitled. Provided further, employees eligible for such pay under this provision shall be limited to those who have fulfilled all departmental training requirements and promotional criteria. Such assignments shall normally be made for periods of not less than four (4) consecutive hours. Proper authority shall be the CARE Deputy Director or designee. 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.

10.4.1 Whenever a Dispatcher III is assigned by proper authority to perform all of the non-sworn duties and accept all of the non-sworn responsibility of an employee at a higher paid classification as an Acting Supervisor for a period of four (4) consecutive hours or longer, their shall be paid at a step closest to a 4% increase above the step wage rate they are entitled to while performing such duties and accepting such responsibility. Proper authority shall be the Director of CARE.

10.4.2 An employee temporarily assigned to perform the duties of a lower classification for the benefit of the employee and voluntarily agreed to by the employee shall be paid at the rate of the lower classification which is nearest the salary rate the employee is currently receiving in the higher classification. Upon completion of this temporary assignment, the employee shall be returned to their previous classification and pay step. For the purposes of yearly pay step increases, time spent in the lower classification will count as continuous time worked within the normal classification. An employee temporarily assigned to perform the duties of a lower classification by management shall be paid at their normal rate.

10.4.3 Dispatcher II's Trained for Radio Supervisor Duties

1. The trained DII's will be assigned to work as an acting Radio Supervisor at least 16 hours per month in order to maintain that skill set.

2. Scheduling will be coordinated in a manner that allows both Dispatcher III's and trained Dispatcher II's to work at least 16 hours per month as acting Radio Supervisor. Scheduling of DII's and DIII's skill maintenance assignments will be made at the beginning of the month by the supervisor. If by necessity the DII's and DIII's work additional assignments at the Radio Supervisor position their skill maintenance assignments will not be adjusted.

3. Radio Supervisor who are working will not "bump" any Dispatcher II or III who is assigned to a skill maintenance tour at the Radio Supervisor console.

4. Once trained, these Dispatcher II's would be eligible to volunteer for overtime that requires a Dispatcher III or Radio Supervisor duties and would be subject to mandatory overtime assignments requiring a Dispatcher III or Radio Supervisor duties.

5. Dispatcher II's working out of class will be paid at a step closest to a 4% increase above the Dispatcher III step wage rate they are entitled. Out of class assignments must be of four hours duration or longer to be paid at the higher rate. Dispatcher II's performing duties of Dispatcher III will be paid out of class as a Dispatcher III when relieving Radio Supervisor unless the relief period is four or more continuous hours. Radio relief assignments involving any relief of the Radio Supervisor will be paid Dispatcher III pay for the entire period of the radio relief assignment. Assignments of four or more hours as Radio Supervisor will be paid at the bottom step Radio Supervisor pay.

6. Relief of the Radio Supervisor while assigned as radio relief will not count toward the 16 hours of skill maintenance.

10.5.1 The City agrees to impact bargain the impacts of new promotional guidelines

10.5.2 Job Shares:

A. General job share conditions

1. Two (2) Dispatcher I FTE's will be designated for job share eligibility and will be shared equally by two employees for each FTE who are in the Dispatcher I classification. One Dispatcher II FTE will be designated for job share eligibility and will be shared equally by two employees who are in the Dispatcher II classification. The participating employees must be regular status (non-probationary) employees of the Communications Section and be fully qualified to perform the duties of the position.

2. The employees who share the designated FTE will select their shifts in alternating order, the senior of the two making the 1st choice, the junior making the 2nd choice and so on and will work a regular 5/2, 5/3 rotating schedule.

3. Section seniority will be used to determine which two employees will be allowed to share the designated job share positions. It is understood that only qualified employees who request to share the positions will be considered. Each time a designated job share position becomes available, the City will announce the availability of the position to all SPDG members.

4. If at any point during the period an employee in any of the job share positions voluntarily returns to full-time status or separates (e.g., resigns, quits, transfers, retires, or is dismissed) as participant in any of the designated job share positions in the Communications Section, the remaining employee in the job share position must return to full-time status in the position, unless the Director determines that another acceptable job share arrangement can be made. If the remaining employee refuses to return to full-time status, the Department may consider this refusal as just cause for termination. Under no circumstances may this employee bump another job share participant out of their designated job share position.

5. Job sharing will not preclude the opportunity for promotion. If an employee in the job share position is promoted, the remaining employee must return to full-time status, unless the Director determines that another job share arrangement can be made. If the remaining employee refuses to return to full-time status, the Department may consider this refusal as just cause for termination.

6. Upon commitment to the job-sharing partnerships, the participating employees agree that the Department has no obligation to facilitate a mid-year change in their status or to re-employ on a full-time, permanent basis of the employees who are job sharing a position, regardless of the circumstances.

7. If at any point during the job share arrangements an assigned employee becomes unable to perform the essential functions of their position for greater than thirty days, the remaining employee must revert to full-time status for the duration of the incapacity at the discretion of the Director. The employer is required to provide one pay period advance notice in this instance. Refusal to comply with this provision nullifies the job share arrangement and is not subject to appeal to the Civil Service Commission and is not grievable.

8. The Director has the sole authority to administer the job share program as the employee deems appropriate, provided that the employee does not violate the terms of this article and the current collective bargaining agreement between the City and the Guild.

9. The Department retains discretion to discontinue or suspend the job share program or any given job share arrangement for a legitimate business reason.

    a. The Department shall provide affected employees with 30 days' notice of such discontinuation or suspension.

    b. The Department will also take all practicable steps to preserve an affected employee's pre-scheduled vacation plus regular days off that occur directly before or after the vacation time, so that the continuous period of planned absence is maintained and/or meet with the Guild and affected employee(s) to address any impacts associated with suspension of the job share.

B. <u>Hours of work and overtime</u>

1. Each job share participant will be on pay status, one week on, of forty (40) hours, and one week off, sharing a regular 5/2, 5/3 rotating schedule.

2. Job share participants shall be the last to be assigned volunteer overtime. Job share participants are restricted from scheduling less than 10 days off except within 30 days, except with the approval of the Director of Communications.

3. Job share participants can only work overtime during the week they are scheduled to work. Only one job share employee can work overtime on any given furlough. Job share participants are limited to thirty (30) blocks of overtime per calendar quarter (120 hours).

C. Benefits

1. Regular benefits will be provided by the job share participants participating in the job share programs in accordance with the collective bargaining agreement with the Guild, City ordinance and Personnel Rules as applicable, including the following:

   a. Each job share participant must be on regular pay status for a minimum of eighty (80) hours each month in order to be eligible to receive benefits on an annualized basis.

   b. Sick leave and vacation leave shall be accrued according to the number of hours worked, per the collective bargaining agreement with the Guild. Bereavement leave and emergency leave will be applied as provided in the collective bargaining agreement with the Guild.

ARTICLE 11 - HOLIDAYS

11.1 City holidays, as defined and determined by Ordinance 105961, will not be applicable to Guild members. The Guild agrees to forfeit all holidays and the corresponding premium pay for holidays worked in exchange for (19) additional furlough days per year under a five (5) days worked, two (2) days off; five (5) days worked, three (3) days off schedule.

11.2 Employees who have completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status on or before December 31st of the current year shall receive an additional two (2) personal furloughs per year.

ARTICLE 12 - HEALTH CARE, DENTAL CARE, LIFE INSURANCE LONG-TERM DISABILITY INSURANCE AND LONG-TERM CARE

12.1 The City shall provide medical, dental, and vision plans (with Kaiser Standard, Kaiser Deductible, Aetna Traditional, Aetna Preventive, and Delta Dental of Washington as self-insured plans, and Dental Health Services and Vision Services Plan) for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. The selection, addition and/or elimination of medical, dental and vision benefit plans, and changes to such plans including, but not limited to, changes in benefit levels, co-pays and premiums, shall be established through the Labor- Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

12.1.1 The parties agree to continue the terms of the Memorandum of Agreement previously established by the parties in 2007 to govern the Joint Labor-Management Health Care Committee process (which shall be attached hereto as Appendix D and by reference is incorporated herein) as follows:

a) The City shall pay up to one hundred seven percent (107%) of the City's previous year's costs to the extent required to cover increases in the total health care costs for a given program year (e.g. 2019, 2020 or 2021);

b) The RSF shall be utilized for any given program year until it is exhausted to cover costs in excess of the City's obligation identified in 1, above;

c) After the RSF has been exhausted, additional costs shall be shared by the City paying eighty-five percent (85%) of the excess costs and employees paying fifteen percent (15%) of the excess costs;

d) Intent: Plan designs are to be maintained during this Contract, not to be diminished. The respective health care plan benefit designs may only be modified by the Health Care Committee for either contract year by the written, mutual agreement of the parties (Coalition of City Unions and the City);

e) Intent: Should the parties agree to reduce premium costs, the reduction would apply to City as well as employee premiums. Use of resources from the RSF during either contract year to reduce projected increase in health care costs that exceed the resources provided through 1, above, shall be authorized only if applied to the total, annual premiums of the respective health care plan(s); and

f) No decision by the Health Care Committee shall be permitted that modifies the established percentages established in c), above.

12.2 Employees who retire and are under the age of 65 shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.

12.3 Life Insurance - The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows:

(a) Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employees share of the monthly premiums or for life insurance purposes otherwise negotiated.

(b) Whenever the Group Term Life Insurance Fund contains substantial rebate monies which are earmarked pursuant to Section 12.2 above to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Guild of that fact and the parties shall immediately thereafter negotiate over how said money shall be utilized.

12.3.1 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.

12.4 Long-Term Disability - The City will provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non- occupational accidents or illnesses. The City will pay the full monthly premium cost of a Base Plan with a 90-day elimination period, which insures 60% of the employee's first $667 base monthly wage. Employees may purchase through payroll deduction, an optional Buy-Up Plan with a 90-day elimination period, which insures 60% for the remainder of the employee's base monthly wage (up to a maximum $8,333 per month). Benefits may be reduced by the employee's income from other sources as set forth in the Plan Description. The provisions of the plan shall be further and more fully defined in the Plan Description issued by the Standard Insurance Company.

During the term of this Agreement, the City may, at its discretion change or eliminate the insurance carrier for any of the long-term disability benefits covered by this Section and provide an alternative plan either through self-insurance or another insurance carrier, however, the long-term disability benefit level shall remain substantially the same.

The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2004, for the Base Plan, but not to exceed the maximum limitation on the City's premium obligation per calendar year as set forth within this Section.

12.5 Long-Term Care - The City may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.

ARTICLE 13 - ANNUAL VACATIONS AND SHIFT SELECTIONS

13.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 13.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

13.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off and sick leave. At the discretion of the Employer, up to one hundred and sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.

13.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

13.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which the employee became eligible and may accumulate a vacation balance which shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

13.5 Employees may, with Employer approval, use accumulated vacation with pay after completing one thousand forty (1040) hours on regular pay status. Effective December 25, 2019, the requirement that the employee must complete one thousand forty (1040) hours on regular pay status prior to using vacation leave shall end.

13.6 In the event that the Employer cancels an employee's already scheduled and approved vacation leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum, and the employee will continue to accrue vacation for a period of up to three months if such exception is approved by both the Chief of CARE and the Seattle Human Resources Director in order to allow rescheduling of the employee's vacation. In such cases the Chief of CARE shall provide the Seattle Human Resources Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period will be allowed.

COLUMN NO. 1 ACCRUAL RATE		COLUMN NO. 2 EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE		COLUMN NO. 3 MAXIMUM VACATION BALANCE
Hours on Regular Pay Status	Vacation Earned Per Hour	Years of Service	Working Days Per Year	Working Hours Per Year	Maximum Hours
0 through 08320	.0460	0 through 4	12	(96)	192
08321 through 18720	.0577	5 through 9	15	(120)	240
18721 through 29120	.0615	10 through 14	16	(128)	256
29121 through 39520	.0692	15 through 19	18	(144)	288
39521 through 41600	.0769	20	20	(160)	320
41601 through 43680	.0807	21	21	(168)	336
43681 through 45760	.0846	22	22	(176)	352
45761 through 47840	.0885	23	23	(184)	368
47841 through 49920	.0923	24	24	(192)	384
49921 through 52000	.0961	25	25	(200)	400
52001 through 54080	.1000	26	26	(208)	416
54081 through 56160	.1038	27	27	(216)	432
56161 through 58240	.1076	28	28	(224)	448
58241 through 60320	.1115	29	29	(232)	464
60321 and over	.1153	30	30	(240)	480

Effective January 1, 2024, or sixty (60) calendar days after full ratification of this replacement contract, whichever is later, the vacation accrual table will be as follows on a going-forward basis:

Accrual Years/Hours	Vacation Days	Hours per Year	Maximum Hours
Year 1-3 / 0-6,240	12	96	192
Year 4-7 / 6,241-14,560	16	128	256
Year 8-13 / 14,561-27,040	20	160	320
Year 14-18 / 27,041-37,440	23	184	368
Year 19 / 37,440 -39,520	24	192	384
Year 20 / 39,521-41,600	25	200	400
Year 21 / 41,601 – 43,680	26	208	416
Year 22 / 43,681 – 45,760	27	216	432
Year 23 / 45,761 – 47,840	28	224	448
Year 24 / 47,841 – 49,920	29	232	464
Year 25+ - 49,921+	30	240	480

13.7 "Service year" is defined as the period of time between an employee's date of hire and the one-year anniversary date of the employee's date of hire or the period of time between any two consecutive anniversaries of the employee's date of hire thereafter.

13.8 The minimum vacation allowance to be taken by an employee shall be one (15) minutes

13.9 An employee who separates shall be paid in a lump sum for any unused vacation the employee has accrued.

13.10 Upon the death of an employee in active service, pay shall be allowed for any vacation earned in the preceding year and in the current year and not taken prior to the death of such employee.

13.11 An employee granted an extended leave of absence which includes the next succeeding calendar year shall be paid in a lump sum for any unused vacation the employee has previously accrued or, at the Employer's option, the employee shall be required to exhaust such vacation time before being separated from the payroll.

13.12 Where an employee has exhausted their sick leave balance, the employee may use vacation for further leave for medical reasons only with prior approval of the Chief of CARE.

13.13 The Chief of CARE shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department but which follow the procedures set forth in Section 13.14 to the greatest degree feasible. Any exceptions to the procedures set forth in Section 13.14 shall be case-by-case, based upon exceptional circumstances.

13.14 On November 1st of each year all employees will submit vacation requests by written request for the following year. Requests will be submitted to the Operations Deputy Chief or designee and under normal conditions will be returned to the employee approved or disapproved by December 1st of the same year for the following year. Each written request will consist of the following and be completed by the Deputy Chief or designee in the following order.

Step 1
Supervisor requests of at least ten (10) consecutive days or more of paid leave and/or furlough time for the first quarter of the following year will be considered first by written request.

Step 2
All other requests of at least ten (10) consecutive days or more of paid leave and/or furlough time for the first quarter of the following year will be considered by written request. DIIIs vacation requests will be approved under the Rule of Two (2) unless doing so creates a furlough mandatory assignment.

Step 3
Supervisor requests of five or more days of paid leave and/or furlough time for the first quarter of the following year will be considered by written request.

Step 4
Requests for time off, regardless of the length of time for the first quarter of the following year, will be addressed next by written request.

Step 5
Supervisor requests of at least ten (10) consecutive days or more of paid leave and/or furlough time for the 2nd through the 4th quarter of the following year, with the exception of requests that include the Christmas Holiday, will be considered first by written request.

Step 6
All other requests of at least ten (10) consecutive days or more of paid leave and/or furlough time for the 2nd through 4th quarter of the following year will be considered next by written request. DIII vacation requests will be approved under the Rule of 2 unless doing so creates a furlough mandatory assignment.

Step 7
Supervisor requests of five or more days of paid leave and/or furlough time for the 2nd through 4th quarter of the following year will be considered by written request.

Step 8
Requests for time off, regardless of length of time for the 2nd through 4th quarter of the following year will be considered next by written request.

Each step will start with the employee with the greatest section seniority and will continue through descending seniority.

Definition of Rule of Two (2): As a subset of the Rule of Three (3) (as detailed in Section 13.18), the Rule of Two (2) applies to Dispatcher IIIs and Supervisors. The Rule of 2 provides that a combination of at least two (2) employees per shift will be allowed to use discretionary time on days when minimum staffing is met unless it results in a mandatory furlough assignment.

Additional guidelines which apply:

(1) A minimum of ten (10) consecutive calendar days constitutes a ten (10) day vacation. If when selecting these extended vacation periods, a day (or days) is not available because of minimum staffing requirements, a request will still be considered a valid ten- (10) day minimum request as long as every available day between the start and the end of the vacation period is scheduled with paid leave and/or furlough time.

For example, an employee selects July 1st through July 10th as their vacation period. Because of minimum staffing requirements, July 7th through July 10th are not available. As long as the employee uses furlough and/or paid leave for the remaining available days, the request is a valid ten- (10) day minimum request.

(2) Requests for time off during either January/February/March or April-December periods received after the deadlines will be considered on a first-come, first-served basis.

(3) Once time off is approved, it is the responsibility of the employee to have sufficient paid leave available to fulfill the time off request as it was approved. If the employee does not have sufficient paid leave to take the entire scheduled time off, said time off may be canceled at the discretion of the Director and said employee forfeits seniority rights to that time now available.

(4) A request for time off which begins in one calendar year and extends into the following year will be considered as one request, with standing over January/February/March time off requests made in the subsequent year.

(5) A request for time off which begins in January/February/March and extends into April will be considered as one request, with standing over April - December time off requests in the upcoming year.

(6) Under normal circumstances vacation requests will be processed based on the employee's written request. If the employee would like in-person contact they must request such contact in writing. Absent a request for in-person contact the administration will contact the employee via e-mail, telephone, or in person.

(7) Employees will be notified if any day of their ten (10) or more days of vacation is not available for the 2nd through the 4th quarter so the employee can make another selection of an available date. Prior to the vacation request submission process, the administration will solicit contact information from all employees, which employees shall furnish one or more ways that they can be contacted, if necessary, during the vacation selection process. Employees are required to respond to the administration's notification, which utilizes the contact information supplied by the employee, within 24 hours of the administration's attempt to contact them. Failure to respond within 24 hours will result in the employee forgoing their seniority-based pick.

(8) All approved vacation will be properly notated on the front and back of the watch boards regardless of when the time off was approved. All time off notations will include the date of the request, the date authorized and the initials of the Supervisor who approved the request.

13.15 The City agrees to honor previously approved vacation and other paid leave when an employee's promotion necessitates a change in schedule or when City-mandated schedule changes occur or for agreeable employees when the City asks for volunteers to change shifts/schedules.

13.16 If during the vacation granting process, a day(s) is not available, the employee shall be added to the Wait List as having priority for that day(s) should the time become available. Priority would be listed on a seniority basis, i.e., the most senior person wanting the day(s) would be marked as having "1st choice," the next senior person "2nd choice," etc.

(1) If the employee is mandatorily assigned to another watch which has a "wait" list for the same day(s), they (or the employee) will be added to the "wait" list by seniority.

(2) If the employee voluntarily switches to another watch which has a "wait" list for the same day(s), the other employee(s) on the list will prevail and the re-assigned employee will drop to the "last choice" position.

(3) In the event a shift becomes unavailable for discretionary time-off due to minimum staffing, the administration shall maintain a wait list of no more than three employees who have requested that shift off.

This same system will be used after the vacation process is completed, however it will be on a first-come, first-served basis without regard to seniority. DIII, and Supervisor vacation requests will be approved under the Rule of 2 unless doing so creates a furlough mandatory assignment.

13.17 Shift Selection, definitions, procedures, shift trades and other issues.

A. Definitions

1. "Seniority" refers to tenure achieved based upon the length of civilian service of a Guild member in the CARE as provided by sections 19.6 and 19.7 of the collective bargaining agreement between the Guild and the City.

2. "Classification" refers to the job titles of Dispatcher I, II, III and Supervisor.

3. "Vacancy" refers to an authorized position or pocket number, which is not currently filled by an employee.

4. "Primary trained Dispatcher I" refers to a Dispatcher I who has satisfactorily completed a prescribed course of 911 call taker training.

5. “Radio trained Dispatcher I” refers to a Dispatcher I who has satisfactorily completed a prescribed course of radio dispatch training.

6. Medically directed shift exemption” refers to a waiver granted an employee who is temporarily unable to work the hours of their assigned shift because of a temporary medical condition. An employee granted this waiver will be reassigned to a shift the hours of which meets their needs as prescribed by the documentation submitted by their attending physician to the Seattle Human Resource Section. All medically directed shift exemption requests will be reviewed by the Seattle CARE Human Resources Section prior to implementation by the Communications Director.

7. “Prolonged absence” refers to an extended absence on a shift created by an employee(s) taking sick leave, military leave, Family Medical Leave or other protected leave under City, State or Federal law; leave for an industrial injury, unpaid leave of absence or on a medically directed shift exemption.

8. “Subject to a reasonable extension by the Department” refers to unanticipated delays in the process in contacting employees or a police “unusual occurrence” outside the control of the CARE department. Delays because of other administrative issues including but not limited to promotion of an employee participating in shift selection, separations in service or transfers are not permitted.

B. Procedures

1. On September 1st of each year, the Deputy Chief or designee, will begin the shift selection process for the upcoming year for all bargaining unit classifications. This process will be completed by September 30th, subject to a reasonable extension at the request of the Department.

2. The shift selection process will be conducted in four (4) separate rounds. During the first round, the most senior dispatcher in each classification will select one shift, on one quarter, for the upcoming year, then each dispatcher in their respective classifications will, by descending seniority, make one selection for that round from the remaining shifts and quarters. This process will be repeated for the 2nd, 3rd, and 4th rounds, at which time all the positions for each classification will be filled. Personnel on leave during this time will be contacted in order of seniority for each round by the or designee.

3. Vacancies existing at the onset of the selection process will be given pre-assigned round selections by the Deputy Chief or designee for the upcoming year (ie. Q1, 2nd watch pick 1, Q2, 3rd watch pick 2, Q3 3rd watch pick 3). In selecting these shifts for the vacant positions, the Deputy Chief or designee will balance the needs of the Section (training, skill & experience levels, etc.) with the desires of the active employees.

4. The following special considerations will apply to Dispatcher I's during the shift selection process:

   a. Only primary trained Dispatcher I's may select 1st Watch, 4th Watch and 5th Watch. Therefore, based on when their primary training is expected to be completed, the Deputy Chief or designee will determine in which quarter non-primary trained Dispatcher I's may begin selecting 1st, 4th, or 5th Watches. In addition, the Director reserves the right to assign all non-primary trained dispatchers to whichever watch necessary to equalize those numbers on the 2nd and 3rd Watches. Individual preferences will be considered when making these assignments. To clarify: for example, if a new dispatcher will not be primary trained until the end of the 2nd Quarter, the Deputy Chief or designee will select the shifts to be assigned for the first two quarters (their first and second round picks), and the new dispatcher will be allowed to select by their seniority in the 3rd and 4th quarters (during the third and fourth rounds).

   b. While specific positions for radio trained Dispatcher I's will not be designated on each watch, the Director reserves the right to make any assignment adjustments necessary to provide radio trained Dispatcher I's with adequate training time on radio and to maintain a reasonable balance of skill on each watch.

5. Employees promoted during the shift selection process will begin their selections from the current round forward from the date of promotion. The promoted employee will be assigned shifts to vacancies using the pre-assigned round selections by the Deputy Chief or designee (per section 13.17 B (3)).

6. All employees will go through the shift selection process under the terms of the collective bargaining agreement including those employees who may be scheduled to separate from service at some point after the shift selection process has begun or has been completed. However, "pending new hires" (applicants who have received an offer or employment but have not yet reported for their first day of work) shall not participate in shift selection until their official start date, and then with regard to their seniority, and in order with where the ongoing shift selection process is on that date. Shift selection for other employees shall

not be stalled, modified, delayed or altered in any way to accommodate new hires or pending new hires. Newly hired employee shall be considered eligible at 0700 hours on their hire date (first day of work).

C. Shift Trades

1. On October 1st or after the shift selection process has been completed, the Deputy Chief or designee will post a draft of the shift assignments for the upcoming year. At this time, anyone interested in a trade of shifts must submit a memo to the Deputy Chief or designee, stating the quarter and shift they were assigned and the shift they would like to have for that quarter should it become available. Trades among Dispatcher I's must be between persons of equal skill levels unless otherwise approved by the Director. All requests for shift trades will be posted on a list in the Deputy Chief or designee's office by quarter, shift, classification and Section seniority. These initial requests for shift trades must be submitted within 10 days after the draft of the shift assignments has been posted. Trades that can be made will be completed and the final shift assignment schedule for the upcoming year will be posted. Thereafter, any additional trade requests submitted will be posted on the same list, in order of receipt, without regard to seniority.

2. Mirror Image Trade Exception: In addition to the above trade procedure, trades between dispatchers and between supervisors of equal skill levels may be made for the same shifts for different quarters. Such trades must be requested by memo to the Deputy Chief or designee either immediately after the draft of the shift assignment schedule is posted or anytime during the year.

   Example: Draft shift assignment schedule

	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
Dispatcher A	2nd Watch	3rd Watch	3rd Watch	1st Watch
Dispatcher B	1st Watch	3rd Watch	4th Watch	2nd Watch

   Dispatchers A and B, under this section may request to trade their 1st and 2nd Watches during the 1st and 4th quarters. This type of trade or exchange would be allowed outside the regular trade process since neither dispatcher gains any new watches or preference advantage, but only the ability to trade with certain fellow dispatchers between quarters.

3. All shift trades must be approved by the Director prior to implementation.

4. Once shift trades have been completed and prior to vacation requests being submitted on November 1st, the Deputy Chief or designee will assign furlough pay backs and furlough lines for the following year. Employees have until November 15th to request discretionary time for furlough pay backs.

D. Other Issues

1. Whenever a promotion is made to the Dispatcher II, or III, the newly promoted employee will assume the shift schedule of the person they are replacing, provided:

   a. When a promotion occurs within a quarter, the promoted employee will fill the vacated position's shift assignment for the remainder of that quarter.

   b. If the promotion occurs in the 4th quarter the promoted employee can freeze two (2) quarters of their choice, once placed in the vacancy, during the new year.

   c. If two (2) or three (3) full quarters are left in the year, the promoted employee can freeze one (1) quarter of their choice.

   d. If only one (1) full quarter is left in the year, the promoted employee will fill the vacated position's shift assignment.

   e. Any quarters not frozen by the promoted employee under sections (b) or (c) are available to current employees within those classifications, provided they have a trade request on record prior to the effective date of the promotion and are senior to the newly promoted employee and/or any others desiring the shift(s) in question. This "bumping" procedure is separate from the trade procedure previously listed under C. Shift Trades.

2. Whenever unanticipated vacancies, including prolonged absences, occur on any watch, overtime or promotion will be used to fulfill staffing needs. Provided, when vacancies/absences within a classification (Dispatcher I, II or Dispatcher III classifications combined) on a shift exceed one (1), the Director may transfer employees to correct the shortage within the respective classification. To clarify: For example, a shift could have vacant Dispatcher I, II and III positions; a total of three (3) vacancies. These vacancies would not cause an involuntary transfer of personnel. However, if a second Dispatcher II vacancy occurred, the Director could involuntarily transfer a Dispatcher II from another shift to fill this second vacancy. In a like application, if a second Dispatcher III vacancy occurred, the Director could involuntarily transfer a

Dispatcher III from another shift to fill the second vacancy.

a. To correct staffing shortages beyond the above thresholds, the Director will first seek volunteers to transfer to the shift in question.

b. If involuntary transfers become necessary, those selected for involuntary transfer will be the least senior employees in the required classification who have not worked and are not scheduled to work the shift in question during the calendar year. In the event that all eligible employees have worked or are scheduled to work the shift in question, the least senior of the group will be assigned a second assignment on the shift. In similar applications, if all had worked or were scheduled to work the shift twice or three times, then the least senior of the group would be assigned a third or fourth tour on the shift.

c. Prior to implementation, the Director will notify the Guild in writing of the reasons for involuntary transfers and the names of the employees affected.

3. For employees who use a medically directed shift exemption:
During the four quarters following the expiration of the exemption, the Director will reassign the employee to the shift they were originally exempted from up to the amount of time the exemption was active, provided: the reassignment will be used to (1) fill a vacancy/absence or (2) facilitate a shift trade request made pursuant to section C.1 above. If neither of these conditions applies, the employee will not be reassigned.

4. Any circumstance that may occur regarding mandatory topics related to shift selection, shift assignment and/or trading of shifts which is not specifically covered by this agreement will cause bargaining to commence to determine the proper action to be taken to remedy the situation.

5. Employees may request to transfer into a vacancy on their own shift for the purpose of changing furlough lines for any given quarter at the discretion of the Director of Communications. All requests will be made after the annual vacation selection process has been completed for the following year. If additional requests are submitted throughout the year they will be considered after the initial requests. Section seniority will be used for identical requests.

13.18 The rule of three allows a combination of at least three employees of the D1, D2, and/or D3 classifications per shift to use discretionary time on any available day. The rule of 3 will be granted with at least 60 hours of notice even if it will create mandatory overtime. The rule of three will be granted with any prior notice if it will not require a mandatory overtime assignment.

1. Discretionary time taken during furlough paybacks described in 10.1 will not count toward the rule of 3 threshold.

2. Available days do not include July 4th, Seafair Torchlight Parade, Halloween (when Halloween falls on Friday – Sunday) and New Year's Eve during the hours of 1500-0300 hours on each of these days, which are considered "no-days."

3. The Manager has the discretion to grant time off for exceptional circumstances on "no days" on a case by case basis.

4. The rule of three applies to Dispatcher 3's unless doing so creates overtime at the Radio Supervisor. Dispatcher II's trained as Dispatcher III's, Dispatcher III's, and Supervisors may be granted time off for any shift where minimum staffing is met when they are able to secure a volunteer of appropriate classification to work their shift. The employee who volunteers to cover a shift under this provision shall be responsible for the shift as if they were originally assigned to such shift. The agreement to cover the shift must be tentatively approved by the scheduling supervisor or designee, with final approval by Communications Center management or designee. An employee's failure to fulfill their obligations under the shift trade may result in discipline. Each employee covered by the provisions on this section may utilize this option for no more than thirty-two (32) hours per calendar quarter.

13.19 More than three employees per shift may be granted discretionary time off, if doing so does not place the shift below the minimum staffing level. When calculating the minimum staffing level for this purpose, only regularly assigned shift personnel are counted. If overtime is used to staff the shift one over the minimum staffing level, additional discretionary time off (beyond the rule of 3) should not be granted.

ARTICLE 14 - SICK LEAVE, FUNERAL LEAVE AND EMERGENCY LEAVE

14.1 Sick Leave - Regular employees shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not to exceed forty (40) hours per week. If an employee's overall accrual rate falls below the accrual rate required by Chapter 14.16 (Paid Sick and Safe Time Law), the employee shall be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of Chapter 14.16. New employees entering City service shall not be entitled to use sick leave with pay during the first thirty (30) days of employment but shall accrue sick leave credits during such thirty (30) day period. An employee is authorized to use paid sick leave for hours that the employee was scheduled to have worked for the following reasons:

1. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventive care; or as otherwise required by SMC Chapter 14.16 and other applicable laws such as RCW 49.46.210; or

2. To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code Chapter 4.24.005 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by SMC Chapter 14.16and other applicable laws such as RCW 49.46.210; or

3. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such reason, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210.

5. Absences that qualify for leave under the Domestic Violence Leave Act, chapter 49.76 RCW.

6. The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or

7. The non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for purposes of adoption, including any time away from work prior to or following placement of the child to satisfy legal or regulatory requirements for the adoption.

Sick leave used for the purposes contemplated by Article 14.1, paragraphs 5 and 6 (above) must end before the first anniversary of the child's birth or placement.

14.1.1 Abuse of paid sick leave or use of paid sick leave not for an authorized purpose result in denial of sick leave payment and/or discipline up to and including dismissal. The City agrees to abide by Ordinance 123698, as amended, which in incorporated herein by reference.

14.1.2 Unlimited sick leave credit may be accumulated.

14.1.3 Employees covered by this Agreement shall either receive a cash payment or cash out sick leave upon retirement into a VEBA trust fund, as designated by the Guild on an annual basis, to pay health insurance premiums or other legally authorized healthcare costs for eligible future retirees and dependents at the following rates:

A. Accumulated sick leave hours between 0 and 400 shall be cashed out at 25% if the Guild designates cash payment and at 35% if the Guild designates cash payment into a VEBA trust fund, per terms of Appendix B;

B. Accumulated sick leave hours between 401 and 800 shall be cashed out at 50%;

C. Accumulated sick leave hours above 800 shall be cashed out at 75%.

14.3.1 1. ACTIVE VEBA

<u>Contributions from Employee Wages (all regular employees who are part of the bargaining unit)</u>

Each bargaining unit will conduct a vote for all regular employees, as defined in the City's employer personnel manual, to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) for active employees to participate in an Active VEBA. Once they begin participating in the VEBA, employees may file claims for eligible expenses as provided under the terms of the VEBA.

If the bargaining unit votes to require VEBA contributions from employee wages, then all members of the bargaining unit will, as elected by the bargaining unit as to all of its members, make a mandatory employee contribution of one of the amounts listed below into the VEBA while employed by the City:

1. $25 per month, or
2. $50 per month

2. ALLOCATION OF RESPONSIBILITY

The City assumes no responsibility for the tax or other consequences of any VEBA contributions made by or on behalf of any member for either the active or post-retirement options. Each union that elects to require VEBA contributions for the benefit of its members assumes sole responsibility for insuring that the VEBA complies with all applicable laws, including, without limitation, the Internal Revenue Code, and agrees to indemnify and hold the City harmless for any taxes, penalties and any other costs and expenses resulting from such contributions.

14.1.3.2 Cash payments of unused sick leave may be deferred for a period of one (1) year or less, provided the employee notifies the Seattle CARE Department Human Resources Office of their desires at the time of retirement. Requests for deferred cash payments of unused sick leave shall be made in writing.

14.1.4 Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to the employee's designated beneficiary

14.1.5 Change in position or transfer to another City department shall not result in a loss of accumulated sick leave. Regular or benefits eligible temporary employees reinstated or re-employed within twelve (12) months of separation in the same or another department after any separation, including dismissal for cause, resignation or quitting, shall have all unused sick leave reinstated as required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210.

14.1.6 In order to receive paid sick leave for reasons provided in Article 14.1.A.1 – A.4, an employee shall be required to provide verification that the employee's use of paid sick leave was for an authorized purpose, consistent with Seattle Municipal Code Chapter 14.16 and other applicable laws such as RCW 49.46.210. However, an employee shall not be required to provide verification for absences of less than four consecutive days.

14.1.7 Conditions Not Covered - Employees shall not be eligible for sick leave when:

1. Suspended or on leave without pay and when laid off or on other non-pay status.
2. When off work on a holiday.
3. An employee works during their free time for an Employer other than the City of Seattle and their illness or disability arises therefrom.

14.1.8 Prerequisites for Payment - The following applicable requirements shall be fulfilled in order to establish an employee's eligibility for sick leave benefits.

14.1.8.1 Prompt Notification - The employee shall notify their immediate supervisor, by telephone or otherwise, on their first day off due to illness and each day thereafter until advised otherwise by immediate supervisor or unless physically impossible to do so. If an employee is on a special work schedule, particularly where a relief replacement is necessary when the employee is absent, they shall notify their immediate supervisor as far as possible in advance of their scheduled time to report for work.

14.1.8.2 Notification While on Paid Vacation or Compensatory Time Off - If an employee is injured or is taken ill while on paid vacation or compensatory time off, the employee shall notify their department on the first day of disability that they will be using paid sick leave. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented for absences greater than three (3) continuous days.

14.1.8.3 Filing Application – Unless there are extenuating circumstances, the employee shall submit the required application for sick leave pay within sixteen (16) working hours after their return to duty. However, if the employee is absent because of illness or injury for more than eighty (80) working hours, they shall then file an application for an indefinite period of time. The necessary forms shall be available to the employee through their Department Supervisor.

14.1.8.4 Claims To Be In Hours - Sick leave shall be claimed in hours to the nearest full hour. Fractions of less than one-half (1/2) hour shall be disregarded. Separate portions of an absence interrupted by a return to work shall be claimed on separate application forms.

14.1.8.5 Rate of Pay for Sick Leave Used - An employee who uses paid sick leave shall be compensated at the straight-time rate of pay as required by Seattle Municipal Code 14.16, and other applicable laws such as RCW 49.46.210. For example, an employee who misses a scheduled night shift associated with shift premium pay would receive the premium for those hours missed due to sick leave. See also Article 10.6 for sick leave use and rate of pay for out-of-class duties.

14.1.8.6 Rate of Pay for Sick Leave Used to Cover Missed Overtime - An employee may use paid sick leave for scheduled hours that would have been overtime shifts missed due to eligible sick leave reasons. Payment for the missed shifts shall be in accordance with the requirements of Seattle Municipal Code 14.16, and other applicable laws such as RCW 49.46.210.

14.1.8.7 Limitations of Claims - All sick leave claims shall be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee shall not exceed the employee's sick leave accumulation as shown on the payroll for the pay period immediately preceding their illness or disability. It is the responsibility of their department to verify that sick leave accounts have not been overdrawn; and if a claim exceeds the number of hours an employee has to their credit, the department shall correct their application.

14.2 Employees covered by this Agreement are allowed forty (40) hours off without a salary deduction for bereavement purposes in the event of the death of any relative (prorated for part -time employees). Bereavement leave may be used in full day or increments of one (1) hour at the employee's discretion. Bereavement leave must be used within a year; employees may submit for exceptions to this within thirty (30) days (request that cone in after thirty (30) days will be considered) of death if they know they will need longer than one year to use leave.

For purposes of this section "relative" is defined as any person related to the employee by blood, adoption, fostering, guardianship, loco parentis, or domestic partnership.

This section does not apply to intermittent, session or less than half-time temporary employees.

14.3 Emergency Leave – One (1) day leave per Agreement year without loss of pay may be taken with the approval of the employee's supervisor and/or department head when it is necessary that the employee be off work to attend to one of the following situations which necessitates immediate action on the part of the employee:

A. In the event of an unexpected serious illness or accident of a member of the immediate family (the employee's spouse or domestic partner, child, parents or grandparents), or

B. An unforeseen occurrence with respect to the employee's household that necessitates action on the part of the employee. The "household" is defined as the physical aspects of the employee's residence, including pets, or vehicle, or

C. The emergency leave benefit must also be available to the employee in the event of inclement weather or natural disaster within the City limits or within the city or county in which the member resides that makes it impossible or unsafe for the employee to physically commute to their normal work site at the start of their normal shift.

A “day” of emergency leave may be used for separate incidents, in one (1) hour increments. The total hours compensated under this provision, however, shall not exceed eight (8) hours in a contract year.

14.4 Paid Parental Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, “Paid Parental Leave,” may take leave for bonding with their new child.

14.5 Pay for Deployed Military

A. A bargaining unit member in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as a City employee shall receive the difference between one hundred percent (100%) of their City base pay and their military pay (plus adjustments). City base pay shall include every part of wages except overtime.

B. A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted their annual paid military leave benefit and is on unpaid military leave of absence shall be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

ARTICLE 15 - INDUSTRIAL INJURY OR ILLNESS

15.1 Any employee who is disabled in the discharge of their duties and if such disablement results in absence from their regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.

15.1.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to their sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation or other paid leave may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation or other paid leave is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability equals or extends beyond fourteen (14) calendar days, then (1) any accrued sick leave, vacation, or other paid leave utilized due to absence from their regular duties as provided for in this section shall be reinstated and the employee shall be paid in accordance with Section 15.1 which provides payment at the eighty percent (80%) rate or (2) if no sick leave, vacation, or other paid leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 15.1.

15.1.2 In no circumstances will the amount paid under these provisions exceed an employee’s gross pay minus mandatory deductions. This provision shall become effective when SMC 4.44 - Disability Compensation is revised to incorporate this limit.

15.1.3 Employees must meet standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Industrial Insurance Unit or employing department concerning the employee’s status or

claim when properly notified at least five (5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) days after notification to the employee. The City's action is subject to the grievance procedure.

15.2 Such compensation shall be authorized by the Seattle Human Resources Director or their designee with the advice of such employee's department head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

15.3 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 15.1. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 15.1.

15.4 Any employee eligible for the benefits provided by this Ordinance whose disability prevents the employee from performing their regular duties but, in the judgment of their physician could perform duties of a less strenuous nature, shall be employed at their normal rate of pay in such other suitable duties as the department head shall direct, with the approval of such employee's physician until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

15.5 Sick leave shall not be used for any disability herein described except as allowed in Section 15.1.1.

15.6 The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.

15.7 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

ARTICLE 16 - RETIREMENT

16.1 Pursuant to Ordinance 78444 as amended, all employees shall be covered by the Seattle City Employees Retirement System.

16.2 Effective January 1, 2017 consistent with Ordinance No. 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

ARTICLE 17 - PRODUCTIVITY AND PERFORMANCE

17.1 The Guild recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare daily work assignments, and to measure the performance of each employee or group of employees.

17.2 In establishing new and/or revising existing performance standards, the City shall, prior to implementation, place said changes on an agenda of the Labor-Management Committee for discussion.

17.3 The City also agrees that performance standards shall be reasonable.

ARTICLE 18 - GUILD REPRESENTATIVES

18.1 The Guild's representative may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit their activities during such investigations to matters relating to this Agreement. City work hours shall not be used by employees and/or the Guild Representative for the conduct of Guild business or the promotion of Guild affairs other than stated above.

18.2 The Guild may appoint a Shop Steward in the City department affected by this Agreement. Immediately after appointment of its Shop Steward(s), the Guild shall furnish the Seattle Human Resources Office and the affected Department(s) with a list of those employees who have been designated as Shop Stewards, and failure to do so will result in non-recognition by the City of the appointed Shop Stewards. Such list shall also be updated as needed. Stewards shall be employees covered by this Agreement and shall perform their regular duties as such but shall function as the Guild representative on the job solely to inform the Guild of any alleged violations of this Agreement and process grievances relating thereto. The Steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours.

18.3 Shop Stewards shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement, but under no circumstances shall Stewards interfere with orders of the employer or change working conditions.

18.4 GUILD LEAVE - Upon sufficient notification by the Guild President or their designee, the Employer shall grant Guild members a special leave of absence with pay to attend to official Guild business to the extent that such leave does not interfere with the reasonable needs of the Communications Center. Said absences - excluding time spent in contract negotiations - shall not exceed twenty (20) workdays in any contract year. The Guild shall reimburse the Employer for the hourly rate of pay for such time said Guild members spend on special leave of absence; and such reimbursement shall be due quarterly.

18.5 The parties to this agreement recognize the value to both the Guild and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, employees who participate in bargaining as part of the Guild's bargaining team during the respective employee's work hours shall remain on paid status, without the Guild having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

18.6 Bargaining preparation and meetings of the Guild's bargaining team other than actual negotiations shall not be applicable to this provision, or eligible for an overtime exemption under Section 10.5.1.B6 (n).

18.7 No more than an aggregate of one hundred fifty (150) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision, unless both Parties agree to an expansion of the aggregate hours due to circumstances related to a specific bargaining cycle. No more than one (1) Guild representative shall be released to attend negotiation sessions at the Coalition ("large table") level on City time. No more than two (2) Guild representatives shall be allowed to attend individual bargaining unit negotiations related to Coalition ("small table") bargaining. If the Guild does not participate in Coalition negotiations, the Guild shall be allowed to include three (3) Guild representatives in negotiation sessions on City time.

18.8 If the Guild includes more than the number of representatives listed in Section 18.5.B, per negotiation session as members of the Guild's bargaining team during the respective employee's work hours or the aggregate of one hundred fifty (150) hours (or other amount agreed upon by the Parties) is exceeded, the Guild shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.

18.9 This provision shall automatically become null and void with the expiration of the collective bargaining agreement, shall not constitute the status quo, and shall not become a part of any successor agreement unless it is explicitly renegotiated by the parties.

Upon written request, a regular employee elected or appointed to a Union office that requires all of their time will be given a leave of absence without pay from work, not to exceed one (1) year, with approval of the appointing authority based on the business needs of the department. The appointing authority will respond to such requests in writing within fourteen (14) calendar days. Should the appointing authority reject a request for Union Leave, the written response will include an explanation of the business need for the denial. Requests for Union Leave will not be unreasonably denied.

Leave may not be approved for more than one (1) employee at a time per Department. To be eligible for union leave under this provision, the employee must not currently be serving a probation or trial service.

A regular employee designated by the Union to serve on official union business that requires a part of their time will be given a leave of absence without pay from work, provided it can be done without detriment to City services and at least forty-eight (48) hours written notice is given to the Director. The employee will not suffer a loss of bargaining unit seniority rights and will accumulate the same during such leave.

The parties agree that at the City's sole discretion, the leave may be terminated in the event of layoff. The City will provide one month notice before recalling an employee. The parties further agree that the City may at its sole discretion hire term limited temporary employees to backfill for the absent employee.

ARTICLE 19 - EMPLOYEE RIGHTS AND GENERAL CONDITIONS

19.1 The parties have agreed, through a Memorandum of Agreement, to adopt the following procedures attached thereto that were developed by the Citywide Labor-Management Committee on Progressive Discipline:

(1) Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the timelines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and

(2) Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an Offer of Settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 8.1.2, Step 4, III, of Article 8.

The parties may mutually agree to alter, amend or eliminate these procedures by executing a revised Memorandum of Agreement.

19.2 Personnel Files - The City acknowledges its obligations under all laws, SPD policy, and City of Seattle Personnel Rules governing access to and contents of personnel files. Employees covered by this Agreement shall have access to their personnel files, including any and all records filed in the employment, and supervisor file components, their medical file and training file. Employees may examine these files in the presence of a supervisor or Human Resources representative. Background investigation information is not accessible to the employee. An employee may request a copy of any document in their personnel file. Employees who challenge material included in their personnel file are permitted to have material inserted relating to the challenge through the Director of CARE Department Human Resources.

The City agrees that the contents of personnel files, including the personal photograph, shall, to the extent permitted by law, be kept confidential. The City shall make reasonable efforts that are consistent with applicable law to restrict the disclosure of confidential employee information in the files (which does not include name, payroll title, unit of assignment, rate of pay, and date of hire) to internal use by the City. In addition, to the extent consistent with applicable law, the City shall not release such information outside the City without reasonable advance notice to, or a waiver signed by, the subject employee, unless providing such notice or obtaining a waiver is impractical.

Investigation Files - Employee access to internal investigation files shall be governed by departmental regulations, and the provisions of Section 19.3.2 of this Agreement.

19.2.1 The City will promptly notify an employee upon receipt of a public disclosure request for confidential information in the employee's personnel file. Consistent with applicable law, unless impracticable, the Employer will also provide at least seventy-two (72) hours' notice to the Employee before releasing any requested documents and will allow the employee and the Guild an opportunity to legally object to unwarranted disclosures.

19.2.1.1 Written reprimands and written oral reprimands may be purged from an employee's file following two (2) years from the date of issuance upon written request of the employee and in the discretion of the Chief of CARE or designee, subject to the limitations set forth in Article 19.3.2, below.

19.3 The parties agree that discipline is a management function, and that the Department may institute a disciplinary procedure. The parties further agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee/management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize.

So much of said procedure that relates to the right of an employee to a hearing and the mechanics thereof are outlined in this Article; provided, however, that it is understood that if deemed appropriate by the Chief of the Department, discipline or discharge may be implemented immediately consistent with the employee's constitutional rights. Disciplinary action shall be for just cause.

To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:

A. Oral reprimand;
B. Written reprimand;
C. Suspension;
D. Demotion; or
E. Termination.

19.3.1 Which disciplinary action is taken depends upon the circumstances, including the seriousness of the employee's misconduct.

19.3.2 Provided that an employee has received no further or additional discipline in the intervening period, a verbal warning or written reprimand may not be used for progressive discipline after two years other than to show notice of any rule or policy at issue, unless disallowed by an entity with oversight authority over the Seattle CARE Department , or by Section 19.3.3, below.

19.3.3 Discipline that arises as a result of a violation of workplace policies or City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence, shall not be subject to Section 19.2.1.1. and/or Section 19.3.2 above.

19.4 An employee covered by this agreement must, upon initiating objections relating to disciplinary action, use either the grievance procedure contained herein or pertinent procedures regarding disciplinary appeals to the Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and the Civil Service Commission procedures relative to the same disciplinary action.

19.5 If there are dual filings with the grievance procedure and the Civil Service Commission, the City will send a notice of such dual filings by certified mail to the employee(s) and the Union. The Union will notify the City within fifteen calendar days from receipt of the notice if it will use the grievance procedure. If no such notice is received by the City, the contractual grievance shall be deemed to be withdrawn.

19.6 An employee may request access to the investigative portion of closed Internal Investigations and Communications Section complaint files in which the employee was an accused. Such a request shall be made in writing fully stating the reasons such access is desired. The Internal Investigations Section or the Communications Section shall consider the circumstances and not unreasonably deny such access.

19.7 The employee shall not be subjected to any profane language nor threatened with dismissal, transfer or other disciplinary punishment as guise to obtain the resignation of said employee nor shall the employee be subjected to intimidation in any manner during the process of interview. No promises or rewards shall be made to the said employee as an inducement to answer questions.

19.8 All interviews shall be limited in scope in activities, circumstances, events, conduct or actions which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information, which is developed during the course of the interview, or relates to the credibility of any witness.

19.9 No employee shall be requested or required to submit to a polygraph test or to answer questions for which the employee might otherwise properly invoke the protection of constitutional amendment against self-incrimination. Nor shall this employee be dismissed for or shall any other penalty be imposed upon the employee solely for failure to submit to a polygraph test or to answer questions for which the employee might otherwise invoke the protection of any constitutional amendment against self-incrimination; and provided further that this provision shall not apply to either the initial application for employment or to employees who are seeking promotion.

19.10 Hearing Procedures

A. When any report of violation of Seattle CARE Department rules and regulations lodged against an employee within the bargaining unit has been sustained by the Chief, the City shall notify the employee and the Guild in writing of the disposition of the complaint and the actual or proposed disciplinary sanction. If the proposed discipline includes suspension, transfer, demotion or discharge, the City shall also notify the employee of the employee's right to a due process hearing before the Chief. Such notice shall be given in a reasonable period of time prior to the due process hearing, taking into consideration the severity of the charges, the status of the employee, the complexity of the case, and the level of the proposed discipline. The employee, the City, and the Guild shall cooperate in the setting of a hearing date.

B. When the City provides the employee with the notice described in the previous paragraph, the Guild shall additionally be provided with the City's disciplinary investigation, including access to any physical evidence for examination and testing. Nothing herein shall constitute a waiver of the Guild's right to request the recommendations of other than the Chief on the issue of whether the complaint against the employee should have been sustained and, if so, what the proposed level of discipline should be.

C. All due process hearings shall be held by the Chief of CARE or designee.

D. The employee shall have the right to be represented at the due process hearing by an attorney and a Guild representative. There shall be only one primary spokesperson for the employee at the hearing. Department attendees at due process hearings may include: The Chief of CARE or designee, an Assistant or Deputy Chief, OPA Director, the CARE Department's Human Resources Director or designee and Legal Advisor may be present at the hearing.

E. Due process hearings may be held in writing if an employee requests that the hearing be held in writing, or if the employee is unavailable for an in- person hearing because the employee is incarcerated or makes their self unavailable for the hearing. Employees shall have the right to waive a due process hearing.

F. Unless further investigation is deemed necessary, the Chief or designee as identified in Subsection C shall make the final decision as to whether charges should be sustained, and if so, what discipline, if any, should be imposed, after considering the information presented in any due process hearing.

19.11 With complaints which may result in disciplinary action, the City may: 1) issue a documented, verbal warning; 2) issue a written reprimand; 3) suspend the employee; 4) demote the employee; 5) terminate the employee.

19.12 Fit for Duty Examinations

(A) Fit for duty medical examinations shall be conducted when there is a reasonable belief to suspect an employee is unable to perform their job and otherwise in accordance with Seattle Human Resources Rule 8.3, as amended. Fit for duty medical examinations may also be governed by laws and regulations concerning disabilities and medical leaves. The examining professional shall issue a written report to the City, as the client, provided however, the employee shall have the right to request to meet with the examining professional to discuss the evaluation results.

(B) If the employee believes that the conclusions of the examining professional are in error, the employee may obtain an additional examination at their own expense and the City will provide the employee's examining professional with documents possessed by the City which were utilized by the City's examining professional when provided with an appropriate written request and release from the employee. The employee may also submit a request to the City's examining professional for release of records to the employee's examining professional.

(C) The City will undertake to have the City's examining professional available to answer appropriate questions by the examining professional who conducts the independent examination.

(D) Should an employee grieve a disciplinary or discharge action taken as a result of an examination, the City shall allow release of the examination and supporting documents upon which it relies for the action, and all other prior examinations of the employee.

19.13 Whenever the City significantly revises job duties or job content, it shall meet with the Guild to negotiate appropriate salaries for those revisions.

19.14 The off-duty activities of employees shall not be cause for disciplinary action unless said activities are a conflict of interest or are detrimental to the employee's work performance or the program or image of the agency.

19.15 REHIRES - In the event an employee within the Seattle Dispatchers' Guild bargaining unit transfers to a position outside the bargaining unit or separates from City service and within the next two (2) years is rehired or transferred into the same classification and level to which the employee was assigned at the date of the transfer or separation, such employee shall be placed at the step in the salary range which the employee occupied at the time of the original transfer or separation, or at the top step of the salary range if the employee is brought back at a lower level. Provided, that the employee shall be placed at a higher salary step if so determined by application of the Personnel Rules. If rehired within the above described two (2) years, such previous time worked in the bargaining unit shall be included for the purpose of determining section seniority. If the employee has been outside of the bargaining unit for more than two (2) years, previous time in the bargaining unit will be disregarded for the purpose of determining section seniority. For purposes of establishing a rehired employee's vacation accrual rate, the Chief of will authorize the applicable vacation accrual rate in accordance with the rehired employee's past City service time.

1. If a former member of the bargaining unit, who was a Dispatcher II or higher or previously on a Dispatcher II promotional list, is transferred or rehired into a Dispatcher I position, and their absence is six (6) months or less,
   a) the employee will be placed at the bottom of the Dispatcher II promotional list; or
   b) if no promotional list exists, the employee will be eligible to take the promotional examination.
2. If the employee's absence is more than six (6) months,
   a) the employee will be placed at the bottom of the Dispatcher II promotional list after one (1) month of solo radio work; or
   b) if no promotional list exists, the employee will be eligible to take the promotional examination if one (1) month of solo radio work is completed prior to the examination.
3. If the employee is promoted to Dispatcher II on or after January 1, 1998, then effective January 1, 1999 or upon the date of promotion, whichever is later:
   a) The employee will be placed at the same salary step occupied prior to his/her transfer or separation, if he/she was a Dispatcher II; or
   b) the employee will be placed at the top Dispatcher II salary step, if the employee was a Dispatcher III.

19.16 Wherever referenced in this agreement, and as applies to the yearly shift selection process, Section seniority or seniority is defined as time served in the Communications Section, employed as a civilian dispatcher and would include any additional seniority restored as the result of the Rehire Section (19.15) of this contract.

19.17 Smoking Policy - The city will provide an outdoor smoking area.

19.18 Parking - Bargaining unit members are permitted to park, free of charge, in spaces provided on the rooftop of the Library of the Blind at the West Precinct, subject to the following terms and conditions:

A. Parking will be available only for employees who are on-duty or on work-related business at the Communications Center.

B. Employees who are not on-duty, but who are engaged in work-related business at the Communications Center shall be entitled to park for up to two hours.

C. The Department will adopt enforcement mechanisms that may include disciplinary action up to and including termination in accordance with this agreement.

19.19 List of Employees - The Employer will furnish the Guild with a current list of its members on a monthly basis, identifying the employee's name, address of residence, phone number, date of appointment and place of assignment. Such list shall be kept confidential, and used only for official Guild business. The Guild agrees not to disclose the names, addresses or telephone numbers of members to any person who is not an elected or appointed Guild representative.

19.20 Bulletin Boards - The City shall provide bulletin board space for the use of the Guild in an area accessible to the members of the bargaining unit. The bulletin board space provided shall not be used for notices or other documents that promote or oppose a ballot issue or assist a candidate for public office. However, notices involving internal Guild politics and/or Guild elections are permitted to be posted in the provided space. All material posted shall be officially identified as belonging to the Seattle Dispatchers' Guild.

19.20.1 Ethics and Elections Commission - Nothing contained in this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics: including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement; and, as such, are not subject to the grievance procedure contained within this Agreement. Records of any fines imposed or monetary settlements shall not be included in the employee's personnel file. Fines imposed by the Commission shall be subject to appeal on the record to Seattle Municipal Court.

In the event the Employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline shall apply. No record of the disciplinary recommendations by the Commission shall be placed in the employee's personnel file unless such discipline is upheld or unchallenged.

19.21 Meal Reimbursement while on Travel Status - An employee shall be reimbursed for meals while on travel status at the federal per diem rate. An employee will not be required to submit receipts for meals and may retain any unspent portion of an advance cash allowance for meals.

19.22 Alternative Dispute Resolution (ADR) – The City and the Guild encourage the use of the City's Alternative Dispute Resolution Program or other alternative dispute resolution processes to resolve non-contractual workplace conflicts/disputes. Participation in an ADR process is voluntary.

19.23 Notice of all proposed changes to mandatory subjects of bargaining will be provided in writing to the Guild.

19.24 Sick Leave Donation Program

Shared Sick Leave Pool - The City will standardized the current sick leave transfer ("donation") program across all City departments through the following actions:

Standardization of:

- Forms
- Processing templates
- FAQs
- Interdepartmental donation of sick leave
- Anonymizing sick leave requests for potential recipients
- Anonymizing sick leave donations from contributors

1. The intent of the program is to create a mandatory and uniform system that will function across departments as the established protocol for all sick leave donation requests and donations. The City agrees to perform this standardization using a Labor-Management Committee ("LMC") meeting, which will work in consultation with appropriate subject matter experts ("SMEs"), including but not limited to Seattle Human Resources, FAS Citywide Payroll and Business Systems, ITD HRIS and Race and Social Justice SMEs. The City further agrees to convene the LMC no later than 90 days from execution of this Agreement and to meet no less than monthly on the standardization process beginning in the month following the initial convening of the LMC.

2. A Coalition Labor-Management Committee (LMC) will be established for the purpose of proposing rules and procedures for a new program. The LMC will be to develop consistent, transparent and equitable proposals for processes across all departments within the City. The LMC shall also explore proposals to lower the minimum leave bank required to donate sick leave and permit donation of sick leave upon separation from the City. The LMC must consult with the Office of Civil Rights to ensure compliance with the City's Race and Social Justice Initiative. Once the LMC has developed its list of proposals, the City and Coalition of City Unions agrees to reopen each contract on this subject.

3. The Parties agree to reopen negotiations within sixty (60) days after ratification of the Agreement to discuss promotional and hiring guideline for Emergency Communications Analyst (ECA) positions.

4. Employees assigned by management to perform bilingual, interpretive and/or translation services for the City shall receive a $200.00 per month premium pay. The City shall ensure employees providing language access services are independently evaluated and approved. The City may review the assignment annually and may terminate the assignment at any time.

ARTICLE 20 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

20.1 The following shall define terms used in this Article:

Probationary Period - A twelve (12) month period of employment following an employee's initial regular appointment to a position in the classified service.

Regular Appointment - The authorized appointment of an individual to a position in the Civil Service.

Trial Service Period/Regular Subsequent Appointment - A twelve (12) month trial period of employment of a regular employee beginning with the effective date of: (a) a subsequent, regular promotion or transfer from one classification to a different classification in which the employee has not successfully completed a probationary or trial service period; or (b) rehire from a Reinstatement Recall List to a department other than that from which the employee was laid off.

Regular Employee - An employee who has successfully completed a twelve (12) month probationary period and has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.

Revert - To return an employee who has not successfully completed their trial service period to a vacant position in the same class and former department (if applicable) from which they were appointed.

Reversion Recall List - If no such vacancy exists to which the employee may revert, they will be removed from the payroll and their name placed on a Reversion Recall List for the class/department from which they were removed.

20.2 Probationary Period/Status of Employee - Employees who are initially appointed to a position shall serve a probationary period of twelve (12) months.

A. The probationary period shall provide the department with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the position, and to terminate any employee whose work performance fails to meet the required standards.

B. An employee shall become regular after having completed their probationary period unless the individual is dismissed under provisions of Section 20.3 and 20.3A below.

20.3 Probationary Period/Dismissal - An employee may be dismissed during their probationary period after having been given written notice five (5) working days prior to the effective date of dismissal. However, if the department believes the best interest of the City requires the immediate dismissal of the probationary employee, written notice of only one (1) full working day prior to the effective date of the dismissal shall be required. The reasons for the dismissal shall be filed with the Director of Seattle Human Resources and a copy sent to the Union.

A. An employee dismissed during their probationary period shall not have the right to appeal the dismissal. When proper advance notice of the dismissal is not given, the employee may enter an appeal (for payment of up to five (5) days' salary), which the employee would have otherwise received had proper notice been given. If such a claim is sustained, the employee shall be entitled to the appropriate payment of salary but shall not be entitled to reinstatement.

20.4 Trial Service Period - An employee who has satisfactorily completed their probationary period and who is subsequently promoted or transferred to a position in another classification shall serve a twelve (12) month trial service period, in accordance with Section 20.1.

A. The trial service period shall provide the department with the opportunity to observe the employee's work and to train and aid the employee in adjustment to the position, and to revert such an employee whose work performance fails to meet required standards.

B. Prior to expiration of the twelve (12) month trial service period, and subject to approval by the Seattle Human Resources Director, an employee's trial service period may be extended up to three (3) additional months by written, mutual agreement between the department, the employee and the bargaining unit.

C. An employee who has been promoted or transferred from one classification to another classification within the same or different department and who fails to satisfactorily complete the trial service period shall be reverted to a vacant position within that department and classification from which they were appointed.

D. Where no such vacancy exists, an employee shall be given written notice fifteen (15) calendar days prior to being placed on a Reversion Recall List for their former department and former classification and being removed from the payroll. Their name shall remain on the list for one (1) year.

E. Employees who have been reverted or placed on a Reversion Recall List during the trial service period shall not have the right to appeal either action.

F. If a vacancy is to be filled in a department and a valid Reversion Recall List for that classification exists, eligible employees for that classification and from that department shall be reinstated in order of their length of service in that classification. The employee who has the most service in that classification shall be the first reinstated.

G. An employee whose name is on a valid Reversion Recall List for a specific job classification who accepts employment with the City in that same job classification shall have their name removed from the Reversion Recall List. Refusal to accept placement from a Reversion Recall List to a position the same, or essentially the same, as that which the employee previously held shall cause an employee's name to be removed from the Reversion Recall List, which shall terminate rights to reemployment under this Reversion Recall List provision.

H. A reverted employee shall be paid at the step of the range that they normally would have received had they not been promoted or transferred.

20.5 Subsequent Appointments During Probationary Period or Trial Service Period - If a probationary employee is subsequently appointed in the same classification from one department to another, the receiving department may, with approval of the Seattle Human Resources Director, require that a complete twelve (12) month probationary period be served in that department. If a regular employee or an employee who is serving a trial service period is subsequently appointed in the same classification from one department to another, the receiving department may, with the approval of the Seattle Human Resources Director, require that a twelve (12) month trial service period be served in that department.

A. If a probationary employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month probationary period in the new classification. If a regular employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month trial service period in the new classification.

B. Within the same department, if a regular employee is appointed to a higher classification while serving in a trial service period, the trial service period for the lower classification and the new trial service period for the higher classification shall overlap provided that the higher and lower classifications are in the same or a closely related field. The employee shall complete the terms of the original trial service period and be given regular status in the lower classification. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

C. Within the same department, if a probationary employee is regularly appointed to a higher classification while serving in a probationary period, the probationary period and the new trial service period for the higher classification shall overlap provided the higher and the lower classifications are in the same or a closely related field. The employee shall complete the term of the original probationary period and be given regular standing in the lower class. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

20.6 The probationary period shall be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness, vacations, jury duty, and military leaves shall not result in an extension of the probationary period, but upon approval of the Seattle Human Resources Director, an employee's probationary period may be extended so as to include the equivalent of a full twelve (12) months of actual service where there are numerous absences.

20.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 21.

ARTICLE 21 – LAYOFF

21.1 In the event of layoff, affected bargaining unit members will be laid off in accordance with the Personnel Rules of the City, except as described in this Article.

21.2 The least-senior regular employee in the Emergency Communications Analyst or the Systems Analyst class in the CARE Department who is laid off or is displaced pursuant to the immediately preceding paragraph may displace the employee having the least seniority in a class of the Communications Dispatcher ("Dispatcher") class series when (1) the displacing employee has had prior service as a regular or probationary employee in such class, and (2) the employee to be sequentially displaced has less service in the class than the displacing employee.

21.3 The above provisions for employee transfers to avoid layoff from the Police Communications Analyst or the Systems Analyst class in the Communications Section shall be subject to the following limitations:

A. No regular employee in the Emergency Communications Analyst or the Systems Analyst class, in order to avoid layoff, shall displace another employee, including employees in the Dispatcher class series, unless the displacing employee possesses the skills necessary to perform the duties of the position held by the employee to be displaced.

B. Upon written showing by the appointing authority and approval of the Seattle Human Resources Director that the displacing employee does not possess the skills required to perform the duties of the position held by the least senior employee in the highest class of the Dispatcher class series in which the displacing employee has prior service, the Seattle Human Resources Director may authorize the displacing employee to displace:

(1) The next least senior employee, continuing in sequential order as necessary until the position held by a less senior employee is reached where the Director determines that the displacing employee has the required skills to immediately perform the duties of the position; or in the event no such position is found:

(2) The least senior employee in a lower class of the Dispatcher class series, where the Seattle Human Resources Director determines that the displacing employee has the required skills to immediately perform the duties of the position.

C. Employees in the Emergency Communications Analyst or the Systems Analyst classes in the CARE Department shall not accrue service credit for layoff purposes in the Dispatcher class series, except in the event of subsequent layoff from a position in the Dispatcher class series, as provided by Personnel Rule 6.2. .

21.4 Nothing in this Article shall be construed as recognizing the Emergency Communications Analyst and the Systems Analyst in the CARE Department as being part of the Dispatcher class series.

ARTICLE 22 - SAVINGS CLAUSE

22.1 If an article of this Agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

22.2 If the City Charter is modified during the term of this agreement and any modifications thereof conflict with an express provision of this Agreement, the City and/or the Guild may reopen, at any time, for negotiations of the provisions so affected.

ARTICLE 23 – CITY WIDE COMMITEES

23.1 SPFML Top-Up - Employees receiving SPFML may use any of their accrued paid and/or granted leave ("leave") to supplement the SPFML benefit payment, up to 100% of their weekly salary paid by the City of Seattle. The use of such leave to augment the SPFML benefit shall be called "supplemental leave pay." Use of Leave by an employee to supplement SPFML is strictly voluntary. The City cannot require an employee to use accrued Leave to supplement SPFML benefits.

Supplemental Leave Pay Utilization Process

A. Leave for the purposes of this proposal, is defined as all accrued and/or granted leave as set forth and defined in the City of Seattle Municipal Code Title 4 (Personnel) Sections 4.24 through 4.34 (vacation, sick leave, floating, merit, comp time, executive, etc.).

B. Supplemental leave pay may be accessed starting the first pay period after the City has received the final SPFML claim determination notice from the Washington State Employment Security Department ("ESD").

C. Supplemental Leave Supplemental leave can be used by employees based on the date range signified in the SPFML eligibility letter. For instances in which that date has passed, employees can submit time sheet correction requests to add the use of supplemental leave, as defined above. No time sheet corrections or reactivity shall be applied to any date or SPFML prior to the execution of this Agreement.

D. The use of supplemental leave to "top-up" an employee's SPFML benefit shall not exceed the amount of accrued and/or granted leave the employee has available in their balances.

E. The use of accrued and/or granted paid leave to supplement the SPFML benefit will be available in 15 minute increments, except for when the accrued and/or granted paid Leave the employee requests to be used to supplement the SPFML must be used in full day increments as specified by a given collective bargaining agreement or by City code or Personnel rules (e.g. personal holidays), and then shall be only available in full-day increments.

F. An employee must have already accrued the paid/granted leave they seek to use for the pay period in which they seek to use it.

G. It is the employee's responsibility for determining whether they have the accrued/ and or granted leave they seek to use in a given pay period to supplement the SPFML.

23.2 Citywide Health and Safety Committee – The Employer and the Coalition of City Unions ("CCU") shall form a City-wide health and safety committee. CCU member unions shall appoint no more than ten (10) members of the committee. The Employer shall appoint a maximum of 10 members to the committee. The committee shall convene at least quarterly. The Parties may meet more frequently by mutual agreement.

23.3 Change Team IBB - No later than sixty (60) days after the full ratification of this Agreement, the Parties agree to initiate interest-based bargaining (IBB) on the subject of Change Team co-lead compensation, workload balance, and workplace protections. The Parties further agree that both the Director of Human Resources or designee(s), equal numbers of management and labor representatives and up to six (6) members of department Change Teams will be members of the IBB negotiation team. Upon completion of IBB, the Parties may agree by mutual consent to reopen this Agreement to incorporate agreed upon language. The Parties acknowledge that any new or modified language developed in IBB may need parameter approval from the LRPC and adoption by the Seattle City Council in order to be enforceable.

23.4 Dependent Care Task Force - The City and the Coalition of City Unions recognize a common interest in supporting employees by increasing access to safe, affordable, and quality dependent care services.

To meet this interest, the Parties will convene a joint Task Force to study options for a possible child and dependent care benefit program, including the possibility of a multi-employer dependent care voucher program. The joint Task Force shall be made up of equal numbers of labor representatives and representatives of the City.

The Task Force assessment should include an analysis of the need for dependent care by City employees, affordability, quality, location of child and adult care providers, and the administrative infrastructure needed to oversee the program. The assessment should also include an analysis of the costs and benefits of a dependent care benefit program and possible revenue sources such as the potential excess Health Insurance Rate Stabilization Fund. By mutual agreement, the Task Force may consult with outside experts to help with the assessment.

The Task Force shall provide a written report, with its analysis and recommendations, no later than end of year 2024.

ARTICLE 24 – TELECOMMUTING

24.1 Nothing in this Article abridges the Employer's rights enumerated within this Agreement.

24.2 Telecommuting is an arrangement in which an employee's job duties may be performed at an alternative worksite, such as the employee's residence or a satellite office located closer to the employee's residence than the primary worksite where the employee is regularly assigned.

24.3 Telecommuting is recognized by the City and its employees as a practical, feasible and durable work alternative when it benefits the City of Seattle in one (1) or more of the following ways:

A. Maintains and enhances the delivery and resilience of City services;
B. Improves employee effectiveness, productivity and morale;
C. Maximizes utilization of City of Seattle office facilities;
D. Reduces absenteeism;
E. Promotes employee health and wellness, including ergonomic health;
F. Improves employee recruitment and retention;
G. Improves air quality and reduce traffic congestion;
H. Enhances the working life and opportunities of persons with disabilities; and
I. Other reasons as defined by the appointing authority.

24.4 Telecommuting Agreement – Telecommuting is encouraged but not mandated for employees, including temporary employees. Each bargaining unit member will have the opportunity to request a telecommuting agreement. The bargaining unit member must submit the request in writing to the City.

The City and the bargaining unit member will evaluate the feasibility of a request through an interactive process consistent with Personnel Rule 9.2 - Telecommuting. The City will consider all information provided by the bargaining unit member, including but not limited to health and safety, childcare, elder care and other family care, equity and transportation needs when making a decision on whether to grant a request.

When reporting to a primary worksite is required by an "in-office" weekly minimum policy, four hours work shall constitute an "in office" shift and the minimums may be met based on an average within a pay period. "In office" will include field work such as, but not limited to, inspections, public meetings, trainings, events and work at City designated facilities, provided the employee is in paid status and

performing work on behalf of the City.

The employee shall report to the employing unit's primary worksite for public-facing services when so directed. The employee shall take reasonable precautions to protect City owned equipment, if any, from theft, damage, or misuse. It remains the employer's responsibility to insure equipment used for approved telecommuting purposes.

The decision whether or not to grant a telecommuting agreement must be in writing and must include the reason(s) for the denial or approval, and provided to the employee. Supervisors will add information about telecommuting agreement eligibility to position descriptions and job postings. Working relationship between supervisor and employee, negative performance reviews and/or employee disciplinary history unrelated to telecommuting may not be considered as the sole basis for denial of a telecommuting agreement request unless the City has documented a nexus between the performance/discipline and the remote work request.

Denied telecommuting agreement requests will be reported to the Union. The bargaining unit member will have the opportunity to request a reconsideration of a denial to the Appointing Authority or designee.

Changes to Agreed Telecommuting Agreements – Bargaining unit members approved for telecommuting acknowledge and recognize that business and/or employee needs arise that may necessitate a temporary deviation from an approved telecommuting agreement. The City or employee shall provide as much advance notice as possible. Alternative deviations may be considered and such deviations, whenever possible, should be infrequent.

The terms and conditions of individual telecommuting agreement shall be set forth in completed and signed remote work agreements with a copy provided to the Union.

24.5 The City or the bargaining unit member may initiate a telecommuting agreement, in writing, with a minimum advance notice of thirty (30) calendar days. When the City terminates a Telecommuting Agreement, the employee must receive written notification stating the reason(s) for the termination. Upon receiving written notification of termination, the employee may appeal the termination of the schedule to the department head. The employee may have a union representation during an appeal meeting.

ARTICLE 25 - ENTIRE AGREEMENT

25.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

25.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each party voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically referred to or covered in this Agreement.

ARTICLE 26 - SUBORDINATION OF AGREEMENT

26.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable Federal law, State law, and the City Charter. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said Federal law, State law or City Charter are paramount and shall prevail.

26.2 It is also understood that the parties hereto and the employees of the City are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE 27 - TERM OF AGREEMENT

27.1 This Agreement shall become effective upon signing by both parties, for a term commencing on January 1, 2023 and shall remain in effect through December 31, 2026. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90) days but not more than one hundred and twenty (120) days prior to December 31, 2026. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement, and any modifications requested at a later date shall not be subject to negotiations, unless mutually agreed upon by both parties.

27.1.1 Notwithstanding the provisions of Section 23.1, in the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, this Agreement shall continue to remain in full force and effect, in accordance with interpretation and application of RCW 41.56, during the course of collective bargaining until such time as the terms of a new Agreement have been consummated or unless, consistent with RCW 41.56.123, the City serves the Guild with ten (10) days' written notice of intent to unilaterally implement its last offer and terminate the existing Agreement.

Executed this _____ day of _____, 2024.

SEATTLE DISPATCHERS' GUILD

_____
Jennifer Clayton, President

_____
Jessica Marchione, Vice President

_____
Sara Owens, Treasure/Secretary

CITY OF SEATTLE
Executed under authority
of Ordinance _____

_____
Bruce Harrell

_____
Jeff Clark, Labor Negotiator

APPENDIX A

A.1 Effective January 4, 2023 employees covered by this agreement will receive a base wage increase of five percent (5%) and a market adjustment as outlined in Article 9. The table below is inclusive of both the market and AWI adjustment.

	Step 1	Step 2	Step 3	Step 4	Step 5
911 Emerg Comm Analyst	45.10	46.87	48.76	50.51	52.52
911 Emerg Comm Dispatcher I	33.52	34.78	36.00	37.44	38.89
911 Emerg Comm Dispatcher II	38.89	40.43	42.00	43.56	45.24
911 Emerg Comm Dispatcher III	43.56	45.24	47.00	48.86	50.84
911 Emerg Comm Dispatcher Supv	50.84	52.85	54.81	56.90	59.15

A.2 Effective January 3rd, 2024 employees covered by this agreement will receive a base wage increase of four and one half percent (4.5%) and a market adjustment as outlined in Article 9. The table below is inclusive of both the market and AWI adjustment.

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	Step 1	Step 2	Step 3	Step 4	Step 5
911 Emerg Comm Analyst	48.36	50.26	52.29	54.16	56.32
911 Emerg Comm Dispatcher I	36.34	37.70	39.02	40.59	42.16
911 Emerg Comm Dispatcher II	41.70	43.35	45.04	46.71	48.51
911 Emerg Comm Dispatcher III	46.71	48.51	50.39	52.39	54.52
911 Emerg Comm Dispatcher Supv	54.52	56.68	58.78	61.02	63.43

A.3 Effective January 4, 2025, wages will be increased 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2023 through June 2024, minimum 2%, maximum 4% and a market adjustment as outlined in Article 9.

A.4 Effective January 10, 2026, employees base wages will be increased one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

A.5 The rates are illustrative of the increases that are provided for in Articles 9.1.1.A, 9.1.1.B, and 9.1.1.C. Any discrepancies shall be governed by Article 9.1.1.

A.6 Emergency Dispatcher I's and Dispatcher II's when providing training for other dispatchers, in a classroom or through "one-on-one" training on the floor consoles, shall receive premium pay in the amount equal to five percent (7.5%) of the current top step base pay rate for Emergency Dispatcher II while performing in such training capacity. An employee shall be required to participate in the program for one (1) year from the time the employee was approved to participate in the program. With mutual agreement between management and the employee the employee may be extended for a specific time period.

A.7 Effective January 4, 2023, a shift differential of one dollar ($1.25) per hour shall be paid to employees (regular or temporary) for work on a regularly scheduled shift which includes at least four (4) consecutive hours between the hours of 3:00 p.m. and 11:00 p.m. A shift differential of one dollar and fifty cents ($1.75) per hour for hours actually worked or paid sick leave taken shall be paid to employees for work on a regularly scheduled shift which includes at least four (4) consecutive hours between the hours of 11:00 p.m. and 7:00 a.m. The shift differential will not be paid for any hours of paid time off such as vacation, holidays, etc. The shift differential will be paid to employees working overtime only if they work four or more consecutive hours on the extra shift between the above-referenced hours, in which case it will be paid for all hours of overtime work for that shift.

Final

APPENDIX B

B.1 The City shall provide a transit subsidy benefit consistent with SMC 4.20.370.

Final

APPENDIX C
2024 CARE Communications Staffing Levels

Job Classification	Staffing Level
Communications Dispatcher 1	61
Communications Dispatcher 2	42
Communications Dispatcher 3	11
Total Number of Dispatcher Positions	**112**
Communications Supervisor	18
Total Number of Operations Positions	**18**
Emergency Communications Analyst (ECA)	**7**
TOTAL NUMBER OF UNIT POSITIONS	**139**

APPENDIX D

MEMORANDUM OF AGREEMENT
by and between
THE CITY OF SEATTLE
and the
SIGNATORY UNIONS

LABOR-MANAGEMENT HEALTH CARE COMMITTEE

This Memorandum of Agreement (hereinafter, "MOA"), describes the processes and time frames agreed to between the City and the signatory Unions governing the medical, dental and vision, life, long term disability, long term care and employee assistance program benefits for all benefits-eligible employees represented by Unions that are a party to this MOA, including the changes thereto and premiums established through the Labor-Management Health Care Committee (hereinafter "Committee") in accordance with the provisions contained herein.

I. CONTRACTUAL PROVISIONS

Each Union that is a party to this MOA shall adopt and incorporate as part of their applicable Collective Bargaining Agreement, a provision that authorizes the Labor-Management Health Care Committee to govern benefit plans for all benefits-eligible employees represented by said Union, including premiums and changes thereto, in accordance with the provisions of this MOA.

II. DEFINITIONS

As utilized in this MOA, the term "total average plan cost of medical, dental and vision premiums" means the cost of premiums not diminished by funds from the Rate Stabilization Fund applied to reduce City and employee costs, which shall be determined using the following calculation:

For each program year of January 1, through December 31, after 2005, multiply the number of City employees covered by this MOA in each medical plan, as of June 30, of the applicable program year by the respective monthly medical plan premiums charged departments and the respective monthly premiums paid by those employees to determine the total monthly medical premiums. Divide the resulting total by the total number of employees covered by this MOA to determine the average monthly plan medical premium. Conduct the same calculations for the dental and vision plans. Total the average monthly medical, dental and vision plan premiums derived from these calculations, add to this total the monthly amount utilized if any from the Rate Stabilization Fund referenced in IV, below, to reduce City and employee costs, and multiply by twelve to determine the total average plan cost, as referenced in this section, and sections VII and VIII, below.

As utilized in this MOA, the term "average City cost of medical, dental and vision premiums" means the cost of premiums excluding resources from the Rate Stabilization Fund (hereinafter "Fund") and employee premium sharing, which shall be determined using the following calculation:

For each program year of January 1, through December 31, after 2005, multiply the number of City employees covered by this MOA in each medical plan, as of June 30, of the applicable program year by the respective monthly medical plan premiums charged departments to determine the total monthly City medical premiums. Divide that total by the total number of employees covered by this MOA to determine the average monthly City medical premium. Conduct the same calculations for the dental and vision plans. Total the average monthly City medical, dental and vision plan premiums derived from these calculations and multiply by twelve to determine the average City cost, as referenced in this section, and sections VII and VIII, below.

III REQUIRED CITY CONTRIBUTION

For each program year of January 1, through December 31, after 2005, the City shall pay up to one hundred and seven percent (107%) of the average City cost of medical, dental and vision premiums for the previous January 1, through December 31, period towards the projected, increased premium costs of employee medical, dental and vision programs that have been approved by the Committee.

If the total average plan cost for medical, dental and vision premiums for a program year of January 1, through December 31, after 2005, is projected by the Labor-Management Health Care Committee to exceed one hundred and seven percent (107%) of the average City cost of medical, dental and vision premiums paid by the City for the previous January 1, through December 31, program year, the matter shall be addressed as provided in section VII.

If the total average plan cost for medical, dental and vision premiums for a program year is projected to be less than one hundred and seven percent (107%) of the average City cost of medical, dental and vision premiums paid by the City for the previous program year, the City shall only be obligated to pay that percentage increase in the average City cost of medical, dental and vision premiums paid by the City for the previous program year that is required to cover the projected increased total average plan cost for medical, dental and vision premiums.

IV. RATE STABILAZATION FUND

The Fund previously established by the parties shall be continued for utilization in year 2006 and beyond for the purposes described below. The initial funding shall be that level of funding that is contained within said previously existing Fund on the effective date of this MOA. The Fund shall also include money contributed on behalf of other

Unions that may become a party to the MOA in the future, in addition to any interest, refunds, performance guarantee payments, excess premium revenues and other money that may become available or that is placed in the Fund as described in VIII, below. All such money shall be proportionately determined based upon the number of employees that are represented by the Unions that are a party to this MOA.

V. LABOR-MANAGEMENT HEALTH CARE COMMITTEE

The Committee shall continue as previously established by the parties. The Committee shall be composed of six (6) voting representatives identified annually by the Unions that are or become subject to this MOA, and six (6) voting representatives selected annually by the City. The Committee shall function as defined by the protocol and procedures previously established by the Committee or as hereinafter amended by the Committee.

VI. COMMITTEE RESPONSIBILITIES

In addition to those specific responsibilities defined in sections VII and VIII, below, the Committee shall have responsibility for the following:

a. Reviewing quarterly reports of fund activity for the Fund provided for in section IV, above.
b. Reviewing medical, dental and vision claims activity and plan performance at each monthly meeting. The Committee can request preparation of special reports to monitor specific areas of concern or interest to the extent that the costs for such request(s) can be accommodated as part of the Personnel Department budget and/or the contract terms with consultants. The benefits consultant shall participate in these reviews on at least a quarterly basis.
c. Determining benefit plan design. The Committee can request that research and study reports be prepared by staff and/or consultants to the extent that the costs for such request(s) can be accommodated as part of the Personnel Department budget and/or the contract terms with consultants, and may share employee feedback on benefit issues.
d. Selection of health care plan providers and consultants, and participation in the Request for Proposal process when appropriate.
e. Authorizing expenditures from the Fund to pay the cost for mailings to Union members, costs for special research and/or study reports referenced in b and c, above, that exceed the Personnel Department budget and/or the contract terms with consultants, and related costs associated with educational activities intended to positively impact plan cost.

VII. DECISION-MAKING ASSOCIATED WITH COST PROJECTIONS

If the total average plan cost of medical, dental and vision premiums for any program year (January 1 through December 31) after 2005 is projected to be greater than seven percent (7%) over the average City cost of medical, dental and vision premiums paid by the City for the prior program year (January 1, through December 31), then:

a. The Committee must utilize existing Fund resources (including any special reserve resources pursuant VIII, below) applied to the total, annual premiums of the respective health care plan(s) to the extent necessary or until all the Fund is exhausted in an effort to remain within the projected total plan costs of medical, dental and vision premiums.
b. If the Fund is exhausted, excess costs shall be addressed by the City paying eighty-five percent (85%) of the total excess costs, and employee premium sharing shall be increased in such a manner so that fifteen percent (15%) of the total excess costs are addressed.
c. The respective health care plan benefit designs may only be modified by the agreement of the Committee.
d. No decision by the Committee shall be permitted that modifies the percentages established in b, herein.

VIII. DECISION-MAKING ASSOCIATED WITH ACTUAL EXPERIENCE

Once the actual health care costs for a given program year have been determined, the Committee shall assess whether or not those costs exceeded premiums paid by the City, money utilized from the Fund, and premiums paid by employees.

If the actual total plan costs of medical claims or premiums and dental and vision premiums were less than the premiums paid by the City, money utilized from the Fund, and premiums paid by employees, the positive balance shall be retained as a reserve in the Rate Stabilization Fund until the Committee makes projections for health care premium rates for the next program year to determine whether and/or to what extent all or a portion of this positive balance must be utilized as part of the decision-making process defined in VII, a, above. Once such projections are made, the Committee shall address the disposition of any remaining positive balance.

If the actual total plan costs of medical claims or premiums and dental and vision premiums were more than the premiums paid by the City, money utilized from the Fund, and premiums paid by employees, the Committee shall determine the amount by which the premiums paid by the City, money utilized from the Fund, and premium shares paid by employees were exceeded. The Committee shall be required to address recovering the negative balance from the prior year through the decision-making process defined in VII, above, for cost projections for the next program year.

IX. AMENDMENTS

This MOA may be amended to the extent authorized by law upon agreement by the Committee or by the signatories.

X. DEFINITION OF THE TERM "AGREEMENT"

The definition of having reached an "agreement" as contemplated in sections VI, VII, VIII, and IX, above, shall mean that at least four (4) of the Labor members and four (4) of the City members of the Committee concur with the decision in question.

XI. TERM OF AGREEMENT

This MOA shall be valid for two (2) years from January 1, 2006, and shall renew itself for a three-year period on each third-year anniversary of said date. Provided, however, the City or a Union which is a party to this MOA may give notice not more than one hundred twenty (120) days prior to a third-year anniversary date of their intent to amend this MOA through the collective bargaining process or withdraw as a party to which the terms of this MOA are applicable . In the latter case, the MOA shall remain in full force and effect for all Unions which remain a party to it and the City, if the City has not withdrawn.

Signed this 18th day of August, 2005.

THE CITY OF SEATTLE

David Bracilano
Acting Director of Labor Relations

Mark M. McDermott
Director of Personnel

SIGNATORY UNIONS

Scott Best, President
Seattle Police Dispatchers' Guild

George Duncalf, Business Representative
I.B.E.W., Local 46

Steve Bloom, Business Representative
I.U. Painters and Allied Trades,
District Council #5

Brian Earl, President
G.C.I.U., Local 767-M

Dennis Conklin, Regional Director
Inlandboatmen's Union of the Pacific

Marty Fox, Business Representative
Sheet Metal Workers, Local 66

Bill Dennis, Staff Representative 2083 21, 21-P
W.S.C.C.C.E., Council 2 (Locals 2083 and
2083C, Locals 21 and 21P)

Bruce Heniken, Business Representative
I.U. Operating Engineers, Local 286

John L. Masterjohn, Business Manager
P.S.I.E., Local 1239

Natalie Kaminski, Union Representative
I.F.P.T.E., Local 17

David A. Grage, Secretary-Treasurer
Teamsters, Local 763

DALLAS BAKER, Director
Seattle Fire Fighters, Local 27

Gary Powers, Business Representative
Boilermakers Union, Local 104

Wayne Thueringer, Business Representative
P.N.W.

Rick Sawyer, Secretary, Treasurer
H.E.R.E., Local 8

Beatrice Wells, President
Seattle Municipal Court Marshals' Guild
I.U.P.A., Local 600

John A. Williams
Teamsters Local Union No. 117

William Wickline, Business Representative
I.A.T.S.E., Local 15

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

APPENDIX E
Janus Memorandum of Understanding (MOU)

The following MOU attached hereto as Appendix E and signed by the City of Seattle and the Coalition of City Unions ("Parties"), is adopted and incorporated as an Appendix to this Agreement to address certain matters with respect to membership and payroll deductions after the U.S. Supreme Court's decision in Janus v. AFSCME. The Agreement is specific and limited to the content contained within it. Nothing in the MOU is intended, nor do the Parties intend, for the MOU to change the ability to file a grievance on any matter of dispute which may arise over the interpretation or application of the collective bargaining agreement itself. Specifically, nothing in the MOU is it intended to prevent the filing of a grievance to enforce any provision of the Union Engagement and Payroll Deductions Article 3. Any limitations on filing a grievance that are set forth in the MOU are limited to actions that may be taken with respect to the enforcement of the MOU itself, and limited specifically to Section B of the MOU.

MEMORANDUM OF UNDERSTANDING
By and Between THE CITY OF SEATTLE
and
COALITION OF CITY UNIONS
(Amending certain collective bargaining agreements)

Certain Unions representing employees at the City of Seattle have formed a coalition (herein referred to as "Coalition of City Unions") to collectively negotiate the impacts of the Janus v. AFSCME Supreme Court decision and other conditions of employment with the City of Seattle (herein referred to as "City;" together the City and this Coalition of City Unions shall be referred to as "the Parties"); and,

This Coalition of City Unions for the purpose of this Memorandum of Understanding (MOU) shall include the following individual Unions, provided that the named Unions are also signatory to this MOU: the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 104; the International Union of Painters and Allied Trades District Council #5; the Inland Boatmen's Union of the Pacific; Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 117; the International Brotherhood of Electrical Workers, Local 46; the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32; the International Brotherhood of Teamsters, Local 763; the International Union of Operating Engineers, Local 286; the UNITE Hotel Employees & Restaurant Employees, Local 8; the Public Service & Industrial Employees, Local 1239; the Washington State Council of County and City Employees, Local 21; the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, Local 15; the Sheet Metal Workers International Association, Local 66; the Seattle Municipal Court Marshals'

Guild; the Pacific Northwest Regional Council of Carpenters; the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289; the Seattle Parking Enforcement Officers Guild; the Seattle Police Dispatchers' Guild; the Seattle Police Management Association; and the Seattle Police Officers' Guild.

Background

In June of 2018, the United States Supreme Court issued the Janus v. AFSCME decision. In response to this change in circumstances, this Coalition of City Unions issued demands to bargain regarding the impacts and effects of the Janus v. AFSCME Supreme Court decision.

Included in the Parties collective bargaining agreements is a subordination of agreement clause that in summary states, "It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, City Charter, and state law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal law, City Charter, or state law are paramount and shall prevail."

The parties have agreed to engage in negotiations over the impacts and effects of this change in circumstances to reflect compliance with the Janus v. AFSCME Supreme Court decision.

Agreements

Section A. Amended Union Dues and Membership Language

The Parties agree to amend and modify each of the Parties' collective bargaining agreements as follows:

Article X - Union Engagement and Payroll Deductions

The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The performance of this function is recognized as a service to the Union by the City and The City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only. The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from Union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the

bargaining unit. The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement. At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of their bargaining unit attending the Orientation.

The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

New Employee and Change in Employee Status Notification: The City shall supply the Union with the following information on a monthly basis for new employee's: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.

Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of their dues authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the union that the terms of the employee's authorization regarding dues deduction revocation have been met. The City will refer all employee inquiries or communications regarding union dues to the appropriate Union.

Section B. Agreement on Impacts of the Janus v. AFSCME Supreme Court decision.

The Parties further agree:

1. Member Training: During each year of this agreement a Union's principal officer may request that Union members be provided with at least eight (8) hours or one (1) day, whichever is greater, of paid release time to participate in member training programs sponsored by the Union. The Parties further agree that the release of employees shall be three (3) employee representatives per each Union in an individual Department; or two percent (2%) of a single Union's membership per each department, to be calculated as a maximum of two percent (2%) of an individual Union's membership in that single department (not citywide), whichever is greater. The approval of such release time shall not be unreasonably denied for arbitrary and/or capricious reasons. When granting such requests, the City will take into consideration the operational needs of each Department. At its sole discretion, the City may approve

paid release time for additional employee representatives from each Department on a case-by-case basis.

2. The Unions shall submit to the Office of Labor Relations and the Department as far in advance as possible, but at least fourteen (14) calendar days in advance, the names of those members who will be attending each training course. Time off for those purposes shall be approved in advance by the employee's supervisor.

3. New Employees: The City shall work with the Seattle Department of Technology to develop an automated system to provide the Union with the following information within ten (10) working days after a new employee's first day of work: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate, FTE status. Until the process has been automated the departments may provide the Union notice at the same time the department notifies SDHR benefits, by sending an email to the Union providing the notice of hire. Upon automation departments may elect to not provide notice to the Unions and official notice will only be given by SDHR. The Parties agree to continue to work with departments to provide notice of new hires to the Union no later than 10 working days from the employee first day of work.

4. This agreement is specific and limited to the referenced demand to bargains and the associated negotiations related to the impacts regarding the Janus v. AFSCME decision and sets no precedent or practice by the City and cannot be used or introduced in any forum or proceeding as evidence of a precedent or a practice.

5. Issues arising over the interpretation, application, or enforceability of the provisions of this agreement shall be addressed during the Coalition labor management meetings and shall not be subject to the grievance procedure set forth in the Parties' collective bargaining agreements.

6. The provisions contained in "Section B" of this MOU will be reviewed when the current collective bargaining agreements expire. The Parties reserve their rights to make proposals during successor bargaining for a new agreement related to the items outlined in this MOA.

7. This Parties signatory to this MOU concur that the City has fulfilled its bargaining obligations regarding the demand to bargains filed as a result of the Janus v. AFSCME Supreme Court decision.

FOR THE CITY OF SEATTLE:

Jenny A. Durkan,
Mayor

~~Susan McNab,~~ Bobby Humes
Interim Seattle Human Resources Director

Laura A. Southard,
Deputy Director/Interim Labor Relations Director

SIGNATORY UNIONS:

Elizabeth Rockett, Field Representative
IU Painters and Allied Trades,
District Council #5

Natalie Kelly, Business Representative
HERE, Local 8

Andrea Friedland, Business Representative
IATSE, Local 15

Amy Bowles, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support

Ray Sugarman, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support

Shaun Van Eyk, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors

Mark Watson, Union Representative
WSCCCE, Council 2, Local 21, 21C, 21Z, 2083
& Local 21-PA Assistant

Steven Pray, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors

Kurt Swanson, Business Representative
UA Plumbers and Pipefitters Local 32

Janet Lewis, Business Representative
IBEW, Local 46

Kal Rohde, Business Representative
Sheet Metal Workers, Local 66

Brian Self, Business Representative
Boilermakers Union, Local 104

John Scearcy, Secretary-Treasurer
Teamsters, Local 117; JCC and Community
Service Officers & Evidence Warehousers

Mike Bolling, Business Representative
IU Operating Engineers, Local 286

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289
& 79

Scott A. Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC

Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security
Officers (JCC); Local 1239 Recreation Unit

Peter Hart, Regional Director
Inland Boatmen's Union of the Pacific

Dave Quinn, Business Representative
Pacific Northwest Regional Council of
Carpenters

Scott Fuquay, President
Seattle Municipal Court Marshals' Guild
IUPA, Local 600

Michael Cunningham, President
Seattle Police Dispatchers' Guild

Nanette Toyoshima, President
SPEOG, Seattle Parking Enforcement Officers'
Guild

Scott Bachler, President
Seattle Police Management Association

Kevin Stuckey, President
Seattle Police Officers' Guild

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289
& 79

Scott A. Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC

Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security Officers (JCC); Local 1239 Recreation Unit

Peter Hart, Regional Director
Inland Boatmen's Union of the Pacific

Dave Quinn, Business Representative
Pacific Northwest Regional Council of Carpenters

Scott Fuquay, President
Seattle Municipal Court Marshals' Guild
IUPA, Local 600

Michael Cunningham, President
Seattle Police Dispatchers' Guild

Nanette Toyoshima, President
SPEOG, Seattle Parking Enforcement Officers' Guild

Scott Bachler, President
Seattle Police Management Association

Kevin Stuckey, President
Seattle Police Officers' Guild