

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 24th day of April, 2024

WASHINGTON STATE COUNCIL OF  
COUNTY AND CITY EMPLOYEES,  
LOCAL 21-C



\_\_\_\_\_  
Jason Canfield, Staff Representative

CITY OF SEATTLE  
Executed under authority of  
Ordinance No. 120757



\_\_\_\_\_  
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:

<b>Performance Rating</b>	<b>Position in Pay Range</b>
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:

<b>Performance Rating</b>	<b>Merit Leave Award</b>
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.

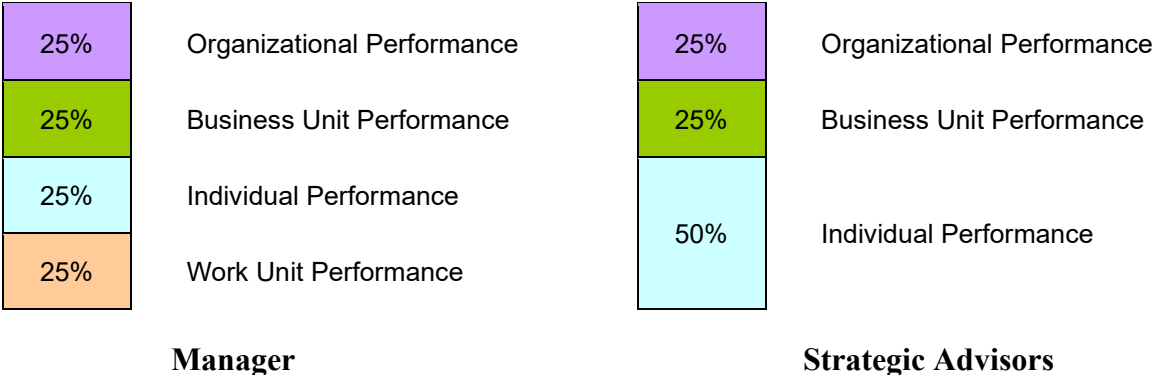
Participants will be eligible to earn up to an 8% lump sum bonus. Performance incentive pay is not added to base pay. Any incentive award shall be considered a part of regular compensation, prorated annually, for purposes of withholding retirement contributions and calculating retirement benefits for 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 31<sup>st</sup> 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 31<sup>st</sup> 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 31<sup>st</sup>. 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 Sys 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 Sys 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.

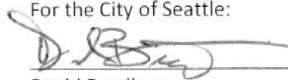
For as long as this Memorandum of Agreement is in effect, the parties shall refrain from filing any unit clarification petition with PERC for the purpose of accreting any or all of the excluded positions to any current or newly created bargaining units.

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 policies/practices); attendance at pre-Loudermill meetings 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.

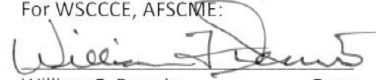
5. The parties agree that wages and other forms of compensation paid for work performed between the date of this Agreement and the execution of any Initial collective bargaining agreement for the bargaining units referred to in Paragraph 1, above, shall be subject to negotiations. Such negotiations may 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  
Date  
David Bracilano  
Labor Relations Director

For WSCCCE, AFSCME:

 12/28/11  
Date  
William F. Dennis  
Director of Research

For Seattle City Light:

 12-28-11  
Date  
Davonna Johnson  
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

  
\_\_\_\_\_  
David Bracilano                      Date  
Labor Relations Director

For Local 21-C, AFSCME:

  
\_\_\_\_\_  
William F. Dennis                      Date  
Director of Research

For Seattle City Light

  
\_\_\_\_\_  
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.

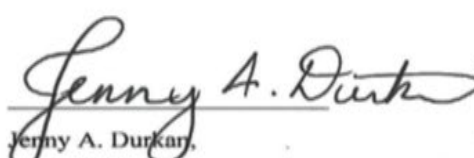



2. The Unions shall submit to the Office of Labor Relations and the Department as far in advance as possible, but at least fourteen (14) calendar days in advance, the names of those members who will be attending each training course. Time off for those purposes shall be approved in advance by the employee's 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 (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 bargain 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 bargain 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

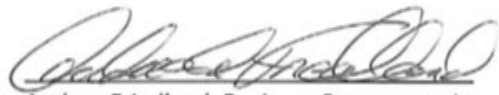
  
 \_\_\_\_\_  
~~Susan McNabb~~ Bobby Humes  
 Interim Seattle Human Resources Director


  
 \_\_\_\_\_  
 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



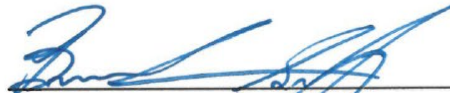
Kurt Swanson, Business Representative  
UA Plumbers and Pipefitters Local 32



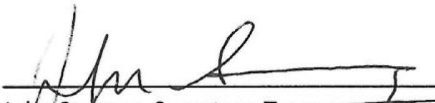
Janet Lewis, Business Representative  
IBEW, Local 46



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 Warehouses



Mike Bolling, Business Representative  
IU Operating Engineers, Local 286

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Brandon Hemming, Business Representative  
IAMAW, District Lodge 160, Local 289  
& 79



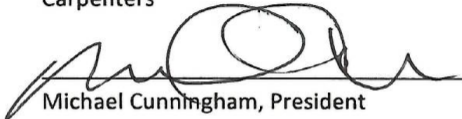
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Ian Gordon, Business Manager  
PSIE, Local 1239 and Local 1239 Security  
Officers (JCC); Local 1239 Recreation Unit



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Dave Quinn, Business Representative  
Pacific Northwest Regional Council of  
Carpenters



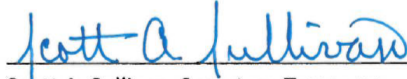
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Michael Cunningham, President  
Seattle Police Dispatchers' Guild



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Scott Bachler, President  
Seattle Police Management Association

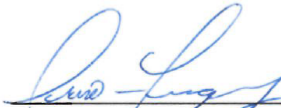


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Scott A. Sullivan, Secretary-Treasurer  
Teamsters, Local 763; JCC

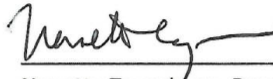
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Peter Hart, Regional Director  
Inland Boatmen's Union of the Pacific



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Scott Fuquay, President  
Seattle Municipal Court Marshals' Guild  
IUPA, Local 600



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Nanette Toyoshima, President  
SPEOG, Seattle Parking Enforcement Officers'  
Guild




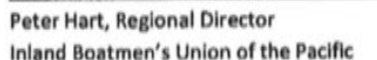
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Kevin Stuckey, President  
Seattle Police Officers' Guild

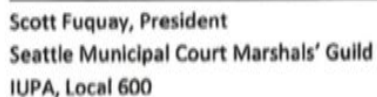
  
Brandon Hemming, Business Representative  
IAMAW, District Lodge 160, Local 289  
& 79


  
Scott A. Sullivan, Secretary-Treasurer  
Teamsters, Local 763; JCC

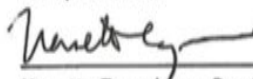
  
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Officers (JCC); Local 1239 Recreation Unit

  
Peter Hart, Regional Director  
Inland Boatmen's Union of the Pacific

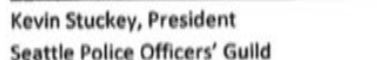
  
Dave Quinn, Business Representative  
Pacific Northwest Regional Council of  
Carpenters

  
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

## 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.



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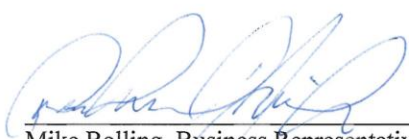
Kal Rohde, Business Representative  
Sheet Metal Workers, Local 66

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Brian Self, Business Representative  
Boilermakers Union, Local 104

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John Searcy, Secretary-Treasurer  
Teamsters, Local 117; JCC and Community  
Service Officers & Evidence Warehouse




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Mike Bolling, Business Representative  
IU Operating Engineers, Local 302


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Scott Sullivan, Secretary-Treasurer  
Teamsters, Local 763; JCC and Municipal  
Court



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Mary Keefe, Business Agent  
Teamsters, Local 763; JCC and Municipal  
Court



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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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Peter Hart, Regional Director  
Inland Boatmen's Union of the Pacific

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Dave Quinn, Business Representative  
Pacific Northwest Regional Council of  
Carpenters

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Scott Fuquay, President  
Seattle Municipal Court Marshals' Guild  
IUPA, Local 600



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Cory Ellis, President  
Seattle Police Dispatchers' Guild

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Brandon Hemming, Business Representative  
IAMAW, District Lodge 160, Local 289  
& 79