Preamble - Definitions and Application of Personnel Rules

Preamble.1 Authority

SMC 4.04.050, and subsequent revisions thereto, Rule Making Authority

Preamble.2 Definitions

The following definitions shall be used for the interpretation and administration of all Personnel Rules, except where subchapters to these Rules provide otherwise.

1. “Actual service” shall mean the total straight-time pay hours accumulated in a title. The first 240 hours per year of authorized unpaid time off for non-disciplinary reasons shall not be deducted from actual service.

2. “Administrative reassignment” means paid leave status which an appointing authority may authorize for any City officer or employee in the appointing authority’s department or office, when such employee is the cause of or subject of, or otherwise significantly affected by an active official investigatory process related to alleged violations of personnel rules, policies of the City and/or City Department, City ordinances, or state or federal laws and/or an investigation intended to determine the employee’s fitness for duty. Administrative reassignment shall not be considered discipline.

3. “Alternative Dispute Resolution Program” or “ADR” shall mean a Citywide function located in the Seattle Department of Human Resources to promote the resolution of workplace disputes through training, mediation, conciliation and facilitated discussion.

4. “Appointing authority” shall mean the head of an employing unit authorized by ordinance or City Charter to employ others on behalf of the City. The term includes and can be used interchangeably with department head, department director, superintendent, or chief.

5. “Appointment” shall mean the placement of an employee in a position by initial hire, promotion, transfer, demotion or reduction.

6. "City-sponsored blood drive” shall mean a blood drive for which times and locations are coordinated by the Seattle Human Resources Director and at which employees must register to verify their participation.

7. “Civil Service Commission” shall mean the Civil Service Commission of the City of Seattle, which is charged with hearing appeals regarding the administration of the personnel system.

8. “Classification specification” shall mean a written description of a classification that includes a title, a description of distinguishing characteristics, a statement of duties and responsibilities, and a statement of minimum qualifications.

9. “Classified service” shall mean all employment positions in the City that are not excluded by ordinance, City Charter or State law from the provisions of Seattle Municipal Code 4.04 or Personnel Rules passed pursuant thereto related to the selection, discipline, termination or appeals of personnel actions to the Civil Service Commission.

10. “Code of Ethics” shall mean Seattle Municipal Code Chapter 4.16 as amended.

11. "Continuous out-of-class assignment" shall mean an ongoing assignment to perform and receive compensation for the duties of a higher-paying title. A continuous out-of-class assignment is broken by the employee's return to their regular payroll title for regular work hours (coded as "AA" pay on the employee's timesheet).

12. “Demotion” shall mean the movement of an employee from such employee’s current classification to a classification with a lower maximum salary rate, for justifiable cause.

13. “Discharge” shall mean separation from employment, for justifiable cause.

14. “Disciplinary action” shall mean an action taken by the appointing authority or a designated management representative in response to a proven act of employee misconduct or uncorrected poor work performance. Disciplinary actions include verbal warnings, written reprimands, suspension, demotion and discharge.

15. "Discretionary pay program" shall mean a compensation program in which the appointing authority, in accordance with guidelines and procedures established by the Seattle Human Resources Director, is granted discretion to set pay within the authorized pay zone.

16. “Discrimination,” “discriminate,” and/or “discriminatory act” shall mean any act, by itself or as part of a practice, which is intended to or results in different treatment or differentiates between or among individuals or groups of individuals by reason of race, color, age, sex, marital status, sexual orientation, genetic information, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status; or the presence of any sensory, mental, or physical disability.

17. "Domestic partner” shall mean an individual with whom an employee shares the same regular and permanent residence, has a close personal relationship, and has

agreed to be jointly responsible for basic living expenses incurred during the domestic partnership. To qualify to use sick leave to care for a domestic partner, an employee must file an affidavit of domestic partnership with their employing unit attesting that:

a. The filing employee is not married, and
b. The filing employee and the filing employee's domestic partner is 18 years of age or older, and
c. The filing employee and the filing employee's domestic partnerare not related by blood closer than would bar marriage in Washington, and
d. The filing employee and the filing employee's domestic partner were mentally competent to consent to contract when their domestic partnership commenced, and
e. The filing employee and the filing employee's domestic partner are each other's sole domestic partner, and
f. Any other domestic partnership in which the employee or the employee's domestic partner participated with a third party was terminated not less than 90 days prior to the date such employee files an affidavit of domestic partnership, or by the date of the death of the third party, whichever was earlier.

18. "Elected official" shall mean the Mayor, City Councilmembers, City Attorney, and all Municipal Court Judges whether elected or appointed.

19. "Employing unit" shall mean any department of the City and, within the Executive and Legislative Departments, any office created by ordinance.

20. "Executive leave" shall mean annual paid leave that is granted to an employee assigned on a regular or out-of-class basis to an eligible salaried title.

21. "Exempt employee" shall mean one who serves at the discretion of the appointing authority in a position which is exempted by the City Charter or SMC Chapter 4.13 from compliance with this chapter regarding selection, discipline and discharge of employees, and appeals of personnel actions to the Civil Service Commission.

22. "Exempt position" shall mean a position of employment held by an at-will employee who serves at the discretion of the appointing authority in a position that is excluded by ordinance, City Charter or State law from compliance with the provisions of Seattle Municipal Code Chapter 4.04 or the Personnel Rules adopted pursuant thereto related to selection, discipline, termination or appeals of personnel actions to the Civil Service Commission.

23. "External applicant" shall mean an applicant for employment with the City who is not a regularly appointed employee.

24. “Facilitated conversation” shall mean an informal conversation between parties assisted and coached by a trained neutral person.

25. “Finance Director” shall mean the Director of Finance at the Department of Finance and Administrative Services who is charged with managing the City's financial accounts.

26. “Grandchild” shall mean the employee’s grandchild or the grandchild of the employee’s spouse or domestic partner

27. "Grandparent" shall mean the parent of an employee’s parent, or the parent of the parent of the employee’s spouse or domestic partner.

28. “Grievable incident” shall mean an alleged action or event that resulted from the alleged misapplication of the provisions of Seattle Municipal Code Chapter 4.04 or the Personnel Rules and any policies or procedures adopted pursuant thereto which aggrieves the employee who files the grievance. The scope of ‘grievable incidents’ may be limited further as defined by Personnel Rule 1.4.

29. “Harassing conduct” shall mean but is not limited to epithets, slurs, and negative stereotyping; threatening, intimidating or hostile acts; or written or graphic materials that denigrate or show hostility or aversion that is placed on walls, bulletin boards, electronic bulletin boards, e-mail or otherwise placed or circulated in the workplace; when such actions or materials are related to or directed at an individual or group because of race, color, religion, creed, sex, sexual orientation, genetic information, gender identity, national origin, ancestry, age, disability, marital status, families with children status, veteran status, or political ideology.

30. “Harassment” may include but is not limited to verbal or physical conduct toward an individual because of such individual’s race, color, religion, creed, sex, sexual orientation, genetic information, gender identity, national origin, ancestry, age, disability, marital status, families with children status, veteran status, or political ideology, or that of such individual’s relatives, friends or associates, when such harassing conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or otherwise adversely affects an individual's employment opportunities. The term includes sexual harassment.

31. “Harassment complaint” shall mean any oral or written complaint alleging an incident or incidents of harassment made by an employee to a management representative, or any information obtained by a management representative indicating that harassment has occurred or may be occurring in the workplace.

32. “Hourly employee” shall mean an employee who is compensated on an hourly basis for each hour of work performed, including time worked beyond 40 hours in a workweek.

33. “Inappropriate pressure” shall mean any written or verbal suggestion to a City employee the effect of which would preclude open consideration of qualified applicants, or result in the selection of an employee for reasons other than relative ability, knowledge and skills.

34. “Initial appointment” shall mean the first appointment of an individual to a non-temporary position, or the re-appointment of a former City employee after separation from City employment, or after the exhaustion of the reinstatement or reversion/recall period.

35. “Internal applicant” shall mean a regularly appointed City employee or an active temporary worker who applies for another position of City employment who or applies for a regular position of City employment.

36. "Job abandonment" shall mean voluntary separation from an employee's job with no notice or same-day notice, or failure to appear for work as regularly scheduled for 3 consecutive work days absent proper authorization.

37. “Management representative” shall mean any individual working at or above the level of supervisor or crew chief who is responsible for directing the work of employees and who exercises independent judgment with respect to the direction of such work. The term includes human resources representatives, strategic advisors, and departmental equal employment opportunity officers, but excludes individuals employed in the City's Alternative Dispute Resolution Program and the Office of the Employee Ombud.

38. “Mediation” shall mean an informal voluntary meeting between the parties to a dispute and one or more trained neutral mediators who assist them to find a mutually acceptable resolution to their conflict.

39. "Medical certification" shall mean verification by the employee’s health care provider that an employee is incapacitated for the performance of such employee’s job by an illness or injury that qualifies for sick leave.

40. "Merit leave" shall mean annual paid leave that is awarded to an employee assigned on a regular or out-of-class basis to an eligible salaried title in recognition of such employee’s exceptional job performance.

41. “Opportunity for Advancement Bulletin” or “OFA” shall mean the City's official internal communication of job vacancies.

42. "Out-of-class assignment" shall mean the temporary assignment of an eligible employee to perform the normal ongoing duties and responsibilities associated with a higher-paying title.

43. “Overtime threshold” shall mean a combined total of 40 straight-time hours of work and/or paid leave per workweek. Hours worked beyond the overtime threshold must be compensated at the appropriate overtime rate of pay.

44. "Parent" shall mean the mother, father, stepmother, or stepfather of an employee or an employee’s spouse or domestic partner, or an individual who stood in loco parentis to an employee or the employee’s spouse or domestic partner when the employee or the employee’s spouse or domestic partner was a dependent child.

45. “Performance evaluation” shall mean a formal assessment or appraisal by a supervisor of an employee’s job performance.

46. “Period of war or armed conflict” shall include World War I; World War II; the Korean conflict; the Vietnam era; the Persian Gulf War; the period beginning on the date of any future declaration of war by the United States Congress and ending on the date prescribed by presidential proclamation or concurrent resolution of the United States Congress; or the following armed conflicts if the person was awarded the respective campaign badge or medal: the crisis in Lebanon, the invasion of Grenada, Panama—Operation Just Cause, Somalia—Operation Restore Hope, Haiti—Operation Uphold Democracy, or Bosnia—Operation Joint Endeavor, Operation Noble Eagle; southern or central Asia—Operation Enduring Freedom; and Persian Gulf—Operation Iraqi Freedom.

47. “Pre-disciplinary hearing” shall mean an opportunity for an employee to meet with the appointing authority to respond to the charges made against them that may result in the appointing authority’s decision to impose a suspension, demotion or discharge.

48. "Primary rate of pay" shall mean the pay rate an employee receives in the employee’s primary job title.

49. “Probation” shall mean an extension of the selection process during which period an employee is required to demonstrate the ability to perform the job for which they were hired. Employees shall serve one 12-month probationary period, except that their probation may be extended in accordance with the Seattle Municipal Code and these Rules.

50. “Probationary employee” shall mean an employee who has not yet completed a probationary period of employment.

51. “Progressive discipline” shall mean a process of applying and documenting disciplinary actions progressing from less to more serious depending on the employee’s history and the nature of the offense.

52. “Project Hire” shall mean a program administered by the Seattle Human Resources Director that provides job referrals to individuals who are at risk of layoff or who are on a reinstatement list.

53. “Promotion” shall mean an appointment to a class or position with a higher maximum pay rate that occurs subsequent to an employee's initial appointment.

54. "Quit" shall mean to voluntarily separate from City employment without proper written notification from the employee at least 2 weeks in advance of their last day of employment.

55. “Reduction” shall mean the non-disciplinary voluntary or involuntary movement of an employee to a position with a lower maximum pay rate at the request of the employee to be reduced, or by the appointing authority or their designated representative for reasons of organizational change, reduction in force, poor job match or poor work performance.

56. “Regular employee” shall mean an employee who has been appointed to a position in the classified service and who has completed a probationary period of employment.

57. “Regular status” shall mean the status an employee holds after completion of a probationary period.

58. “Regularly appointed employee” shall mean an individual with a probationary, trial service, regular or exempt appointment to a position of City employment.

59. “Reinstatement” shall mean the appointment from a reinstatement list of an employee within 12 months of layoff to a position in a class in which such employee previously held probationary, trial service or regular status.

60. “Reinstatement list” shall mean a list maintained by the Seattle Human Resources Director of regular, probationary, and trial service employees who are eligible for reappointment to a position in a class in which they were laid off.

61. "Resign" shall mean to voluntarily separate from City employment with proper written notification from the employee at least 2 weeks in advance of their last day of employment.

62. “Reversion recall list” shall mean a list maintained by the Seattle Human Resources Director of individuals who did not complete their trial service period

and who could not revert to their former classifications due to lack of appropriate vacancies.

63. "Sabbatical leave" shall mean an unpaid leave of absence not to exceed 12 months duration for which an employee may apply after completion of 7 years of continuous full-time service or the equivalent thereof.

64. “Salaried employee” shall mean an employee who is not covered by the Fair Labor Standards Act who regularly receives each pay period a predetermined amount of compensation. In general, this base salary will not be reduced because of variations in the quality or quantity of work performed. However, unpaid suspensions can be issued pursuant to Personnel Rule 1.3.2(B)

65. “Scholarship” shall mean funds used to assist employees with education expenses paid to colleges, universities, and vocational institutions by issuing advance and/or reimbursement payments to the employee or directly to the educational institution.

66. “Seattle Human Resources Director” shall mean the head of the Seattle Department of Human Resources, or their designee.

67. "Service retirement" shall mean separation of a member of the City Employees Retirement System from City employment with the proper combination of age and service credit to qualify for a monthly pension.

68. “Sexual harassment” includes but is not limited to unwelcome advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment; submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; or such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive work environment.

69. "Sibling" shall mean the biological, step-, adopted or foster brother or sister of the employee or the employee’s spouse or domestic partner.

70. "Sick leave" shall mean paid time off from work for a reason that qualifies under Rule 7.7.

71. "Single qualifying incident" shall mean an illness, injury, impairment, or physical or mental condition that qualifies an employee’s absence from work for sick leave transfer, as well as any subsequent absences for follow-up treatments, therapies, etc., that are a direct consequence of the original condition. For example,

absence(s) for surgery for cancer, a recovery period, chemotherapy, and other treatments that are a direct result of the original condition comprise a single qualifying incident. A recurrence of the cancer would constitute a separate incident.

72. "Standby duty" shall mean the formal assignment by the appointing authority or a designated management representative to an employee of the responsibility to respond to emergencies during the employee's non-working hours. The act of carrying a pager or other such communication device does not, in itself, constitute standby duty.

73. "Standby pay" shall mean the compensation paid to an hourly employee who is assigned to standby duty.

74. “Standing” shall mean the classification in which an employee accrues service credit for layoff purposes.

75. "Step Progression Pay Program" shall mean a compensation system that provides for wage progression based on length of service.

76. “Supervisor file” shall mean files maintained by the employee’s supervisor which may include, but are not limited to, documents or electronic files reflecting workplace or performance expectations, the employee’s performance or conduct, communications between employee and supervisor, and counseling efforts and discipline. A supervisor file shall not contain confidential employee medical information.

77. “Suspension” shall mean the temporary discontinuation without pay of an employee from employment for a specified period of time, for justifiable cause.

78. "Transfer" shall mean the movement of an employee from one position to another position in the same class, or with the same maximum pay rate.

79. "Transplant donor" shall mean an employee who voluntarily donates their bone marrow, tissue or organ to a human recipient. The donation must be determined to be medically matched and uniquely suited or critical to the successful outcome of a medical procedure intended to save the recipient’s life. A transplant donor receives no compensation and has no ability to direct compensation to any other person or entity in exchange for the employee’s participation as a donor.

80. “Trial service” shall mean a 12-month trial period of employment for a regular employee who has completed a probation period and who is subsequently appointed via promotion or transfer to a position in another classification, except

that the trial period may be extended in accordance with the Seattle Municipal Code and these Rules.

81. “Trial service employee” shall mean an employee who has not yet completed a period of trial service.

82. “Verbal warning” shall mean a verbal notification from the appointing authority or designated management representative to an employee that specified activities or conduct are inappropriate for the work place, that performance standards have not been met, and/or that a violation of work place rules or policies has occurred; and that continuation thereof will result in more severe discipline, up to and including discharge.

83. “Veteran” shall mean one who has received an honorable discharge or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the following capacities: (1) As a member in any branch of the armed forces of the United States, including the national guard and armed forces reserves, and has fulfilled the initial military service obligation; (2) As a member of the women's air forces service pilots; (3) As a member of the armed forces reserves, national guard, or coast guard, and has been called into federal service by a presidential select reserve call up for at least one hundred eighty cumulative days; (4) As a civil service crewmember with service aboard a U.S. army transport service or U.S. naval transportation service vessel in oceangoing service from December 7, 1941, through December 31, 1946; (5) As a member of the Philippine armed forces/scouts during the period of armed conflict from December 7, 1941, through August 15, 1945; or (6) A United States documented merchant mariner with service aboard an oceangoing vessel operated by the department of defense, or its agents, from both June 25, 1950, through July 27, 1953, in Korean territorial waters and from August 5, 1964, through May 7, 1975, in Vietnam territorial waters, and who received a military commendation.

84. “Workweek” shall mean a designated block of 168 hours within which an employee’s work schedule is contained.

85. “Written reprimand” shall mean a written notification from the appointing authority or designated management representative to an employee that specified activities or conduct are inappropriate for the work place, that performances standards have not been met, and/or that a violation of work place rules or policies, and that continuation thereof will result in more severe discipline, up to and including discharge.

Preamble.3 Application of Personnel Rules

All Personnel Rules shall be applied to City employees as described below, except where subchapters to these Rules provide otherwise.

A. The Personnel Rules apply to all regularly appointed employees.
B. For regularly appointed employees who are represented under the terms of a collective bargaining agreement, the Personnel Rules shall prevail except where they conflict with the employee's collective bargaining agreement, any memoranda or agreement or understanding signed pursuant to the collective bargaining agreement, or any established and recognized practice relative to the members of the bargaining unit.
C. The Personnel Rules do not apply to individuals who are hired under the terms of a grant that includes provisions that conflict with this Rule, nor do they apply to individuals hired under contract to the City. These individuals are subject to all applicable federal, state and City laws.
D. Except for Chapter 11, the Personnel Rules do not apply to individuals hired by the City on a temporary, intermittent, or seasonal basis, or for a work schedule of fewer than 20 hours per week, nor do they apply to individuals hired under contract to the City. These individuals are subject to all applicable federal, state and City laws.
E. Appointing authorities may establish written policies and procedures for the implementation of the Personnel Rules to facilitate the management of the personnel system within their employing units, provided that such policies and procedures do not conflict with the provisions of the Personnel Rules.

Personnel Rule 1.1 – Discrimination and Workplace Harassment

1.1.0 Authority

SMC 3.15.022 and subsequent revisions thereto, Office of the Employee Ombud

SMC 4.04.050 and subsequent revisions thereto, Rule-making Authority

SMC 4.80.020 and subsequent revisions thereto, Affirmative Action Plan—Policy

SMC Chapter 14.04 and subsequent revisions thereto, Fair Employment Practices Ordinance

Council Resolution 30291 and subsequent revisions thereto, Workplace Harassment Policy and Investigation Procedures

Executive Order 2019-04; Anti-Harassment and Anti-Discrimination

Title VII, Civil Rights Act, 42 U.S.C. 2000e, et seq.

RCW 49.60, Discrimination—Human Rights Commission

1.1.1 Application of this Rule

A. This Rule does not apply to employees of City departments that have alternative internal investigation procedures established by ordinance unless the affected employees are not subject to such internal investigation procedures.
B. The provisions of this subchapter shall be applied to employees of the Seattle Municipal Court except where they conflict with any policy promulgated by the Court and/or General Court Rule 29.

1.1.2 Anti-discrimination

It is the policy of the City of Seattle to provide a work environment for its employees that is free from discrimination and promotes equal employment opportunity for and equitable treatment of all employees. Any individual who believes he or she has been discriminated against in employment may make an internal complaint to any management representative, or the Department of Human Resources Investigations Unit; or file a complaint with the Seattle Office of Civil Rights, Washington State Human Rights Commission, or the Equal Employment Opportunity Commission.

1.1.3 Anti-Harassment

Harassment of an individual is illegal conduct and a violation of this Rule. The City of Seattle will not tolerate harassment of its employees by co-workers, supervisors, managers, officers of the City or from non-employees conducting business with the City.

1.1.4 Making a Harassment Complaint

A. Employees shall promptly report to the Department of Human Resources Investigations Unit (HRIU) or any management representative (including their home department's human resources representative) any allegations or complaints of harassment. Where the complaint is against an elected official, it shall be filed with the Seattle Office of Civil Rights, the Ethics and Elections Commission, the Washington State Human Rights Commission, or the Equal Employment Opportunity Commission. Reporting a harassment complaint to or discussing a complaint with a management representative will result in an investigation.
    1. Employees may make informal inquiries about legal rights and agency procedures to the Seattle Office of Civil Rights, the Washington State Human Rights Commission, and the Equal Employment Opportunity Commission. Such inquiries do not constitute a harassment complaint.
    2. Employees may seek confidential assistance and referral through the Office of Employee Ombud. Contacting the Office of the Employee Ombud does not constitute a harassment complaint and will therefore not trigger an investigation.
    3. Employees may seek confidential assistance, counseling and referral through the City's Employee Assistance Program or Alternative Dispute Resolution Program. Contacting the Employee Assistance Program or Alternative Dispute Resolution program for assistance, counseling and referral does not constitute a harassment complaint and will therefore not trigger an investigation.

B. A harassment complaint may be oral or written. Where possible, it should include the date(s) the incident(s) occurred, name(s) of the individual(s) involved, name(s) of witness(es), and a description of the incident(s). It may also include a statement of the desired remedy.

C. Employees have the right to consult with or file a harassment complaint with the Seattle Office of Civil Rights, the Washington State Human Rights Commission, or the Equal Employment Opportunity Commission, or to pursue other legal action, in addition to their rights and responsibilities under this Rule.

D. Retaliation against an employee who brings a complaint of harassment, reports allegations of harassment, or participates in an investigation of a harassment complaint is prohibited and shall not be tolerated. "Retaliation" for the purposes of administering Personnel Rule 1.1.4(D) means an adverse job action(s) taken against an employee because he or she has complained about harassment, given a statement about a harassment investigation, participated in a harassment investigation, or supported a harassment complainant.

1.1.5 Investigating Harassment Complaints

A. A management representative who is told or otherwise becomes aware that harassment may be occurring is obligated immediately to report the allegation or complaint to the Department of Human Resources Investigation Unit (HRIU).
    1. The HRIU shall notify the alleged harasser's appointing authority that a harassment complaint has been made.
    2. The appointing authority or designated management representative shall, as soon as practicable, notify the alleged harasser that they have been named in a harassment complaint and that it will be investigated.
    3. The appointing authority or designated management representative shall, as soon as practicable, assess the need to relocate either or both the complainant and the alleged harasser to another work unit, or to place either or both on administrative reassignment. The complainant shall not be given work or placed at a work site that is, in the judgment of the appointing authority or designated management representative, in any way less desirable than the complainant's current position and work site.
B. The HRIU shall oversee or investigate allegations of harassment. Investigations shall commence immediately.
    1. The investigator shall complete the investigation as promptly as possible while ensuring that the investigation is fair, complete and impartial. It shall be the City's objective to complete all investigations within 90 days unless compelling circumstances require more time. The investigator shall regularly inform the complainant about the status of the investigation.
    2. The investigation shall include interviews with the complainant and the alleged harasser and any other person(s) whom the investigator has reason to believe has information directly related to the complaint or the investigation thereof.
    3. The investigator shall assure compliance with any employee's right to union representation, including the right of the alleged harasser, who may reasonably believe that disciplinary action may be taken based upon such individual's statements to the investigator or on the outcome of the investigation.
    4. The investigator shall maintain records of the investigation and shall prepare and provide a report of the investigation to the appointing authority. The appointing authority shall provide a written summary of the allegations and the investigation findings to the complainant and to the alleged harasser.
    5. In determining from the totality of the circumstances whether conduct is sufficiently severe or pervasive to create an intimidating, hostile or offensive work environment, the investigator shall consider the conduct from the perspective of a reasonable person of the alleged victim's race, color, religion, creed, sex, sexual orientation, gender identity, genetic information, national origin, ancestry, age, disability, marital status, families with children status, veteran/military status or political ideology.
    6. To the extent that it does not hinder the investigation or the resolution of the complaint and is permitted under local, state and federal laws,

management representatives and any investigator shall maintain the confidentiality of a harassment complaint.

C. To avoid duplication of efforts or otherwise conserve City resources, the Human Resources Investigation Unit or department overseeing the investigation may suspend or close an investigation for any reason that does not conflict with this Rule, including the reason that the complainant is actively pursuing the same complaint in another forum or has agreed to participate in a mediation of the complaint.

1.1.6 Resolution of Harassment Complaints

A. The investigator shall provide a report of the investigation findings to the alleged harasser's appointing authority.
B. If the investigation substantiates the complaint of harassment by a City employee, an appropriate City official shall make a determination regarding the appropriate resolution, including disciplinary action. Before making the decision to impose disciplinary action, the appointing authority or designated representative shall ensure that the harasser has been given the opportunity to review the results of the investigation, has been told of the evidence obtained, and has had an opportunity to provide to the appointing authority a response to the outcome of the investigation. The appointing authority shall take the employee's response into account before taking final action on the complaint.
C. In addition to any disciplinary action taken, substantiated complaints shall be noted in the employee's personnel file and referenced in such employee's first performance evaluation following the conclusion of the investigation. The employee shall be ineligible for consideration for any performance pay program or any individual performance award program for which he or she might otherwise qualify, for a period of one year following the resolution of the complaint. The prohibition against performance pay or awards for the individual employee shall not adversely affect awards extended to work groups or teams on which the employee is a participant.
D. If during the course of the investigation, the investigator determines that the allegation or complaint of harassment or discrimination was reported to a management representative, and that management representative failed to promptly report the allegation or complaint to the appointing authority or designated management representative, the appointing authority shall investigate and take appropriate action against the management representative, to include disciplinary action. In addition, the failure to report shall be noted in the management representative's personnel file and referenced in the management representative's first performance evaluation following completion of the investigation. The management representative shall forfeit for one year following resolution of the complaint any eligibility for individual performance pay or performance awards.

   Following determination of a substantiated complaint of harassment, the appropriate management representative should inquire of the complainant at a

frequency and for whatever duration is necessary to ensure that the harassment has not resumed and that the complainant has not been retaliated against for making a complaint. After the investigation has been completed, the complainant continues to have an obligation to promptly report to any management representative any allegations or complaints of harassment.

Personnel Rule 1.2 – Alternative Dispute Resolution

1.2.0 Authority

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-making Authority

SMC 4.04.075 and subsequent revisions thereto, Alternative Dispute Resolution Program

RCW 5.60.070 and subsequent revisions thereto, Mediation—Disclosure—Testimony

RCW 7.07 and subsequent revisions thereto, Uniform Mediation Act

RCW 7.75 and subsequent revisions thereto, Dispute Resolution Centers

1.2.1 Application of this Rule

A. The provisions of this subchapter shall be applied to employees of the Seattle Municipal Court except where they conflict with any policy promulgated by the Court and/or General Court Rule 29.

1.2.2 Administration

A. The Seattle Human Resources Director shall implement and administer an Alternative Dispute Resolution Program as an option for the management of conflicts or disputes in the workplace, in order to mitigate their negative impact on workplace productivity and livability.
B. Types of workplace conflicts or disputes that may be appropriate for a facilitated conversation or mediation include, but are not necessarily limited to, interpersonal conflicts, claims of discrimination and harassment, employee-to-employee relationships, employee-to-supervisor relationships, and work team conflicts.
C. The ADR program staff shall conduct an intake process and determine whether a given conflict or dispute is suitable for a facilitated conversation, a mediation, or neither. Where the ADR Coordinator determines that a facilitated conversation or mediation would be contractually or legally prohibited or otherwise inappropriate, he or she will attempt to refer the parties to the appropriate venue for resolution. The decision of the ADR Coordinator regarding the appropriateness of a facilitated conversation or mediation shall not be subject to appeal.
D. The Seattle Human Resources Director shall establish and maintain a neutral pool of trained volunteer mediators.

1.2.3 Terms of Participation

A. Employees whose complaint, dispute or disagreement is accepted for either a facilitated conversation or for mediation must

1. Enter into the facilitated conversation or mediation voluntarily;
2. Be willing and able to share all information, listen to the other party or parties, move from their original position, and keep any agreements they make;
3. Be willing and able to participate fully in the facilitated conversation or mediation process, with or without accommodation.

B. Records of an employee's participation in a facilitated conversation or mediation process, as well as the information shared and any agreements reached, shall be confidential to the extent provided under state laws.
C. Time spent in a facilitated conversation or mediation process, including time spent in the intake process, is considered regular pay hours for compensation purposes.
D. Participation in a facilitated conversation or mediation process shall not deprive the participants of their ability to exercise any other contractual or legal rights to seek resolution of the dispute or conflict.

1.2.4 Remedies Permitted

The parties to a facilitated conversation or mediation process may agree to any remedy as long as it does not alter or affect issues that must be collectively bargained, obligate the City without proper authorization, or violate any federal, state or local law.

1.2.5 Effect of Mediation on Employee Grievances

An employee who files a grievance under the employee grievance procedure may, at any time prior to the disposition of the grievance at Step Three, request that the Alternative Dispute Resolution Coordinator determine whether a mediation process would be an appropriate way to address the grievance. If the dispute is accepted for a mediation process, the appointing authority shall waive the timelines for the employee grievance procedure until the completion of that process. If the dispute is not resolved through ADR, the employee may resume his or her pursuit of a remedy through the employee grievance procedure.

Personnel Rule 1.3 – Progressive Discipline

1.3.0 Authority

SMC 4.04.050 and subsequent revisions thereto, Rule-making Authority

SMC 4.04.230 and subsequent revisions thereto, Progressive Discipline

SMC 4.20.065 and subsequent revisions thereto, Administrative Reassignment

SMC 4.77 and subsequent revisions thereto, Drug-free Workplace and Drug and Alcohol Testing

City Charter Article XVI, Section 7, Suspension or Dismissal

Drug-free Workplace Policy, last revised February 2011

1.3.1 Application of this Rule

A. The provisions of this Rule apply to regularly appointed employees in the classified service.
B. This Rule does not apply to employees who are exempted by state law, the City Charter or SMC Chapter 4.13 from compliance with the Personnel Rules or SMC Chapter 4.04 related to selection, discipline, termination or appeals of personnel actions to the Civil Service Commission.
C. The provisions of this subchapter shall be applied to employees of the Seattle Municipal Court except where they conflict with any policy promulgated by the Court and/or General Court Rule 29.

1.3.2 Order of Severity of Disciplinary Action

A. In order of increasing severity, an appointing authority or designated management representative may take the following disciplinary actions against an employee for misconduct or poor work performance:
    1. A verbal warning, which shall be accompanied by a notation in the employee's personnel file. A verbal warning is appropriate only when the supervisor determines that there are sufficient mitigating factors related to the employee's conduct or performance that a written reprimand suspension, demotion or discharge is unwarranted.
    2. A written reprimand, a copy of which must be placed in the employee's personnel file. A written reprimand is appropriate only when the supervisor determines that there are sufficient mitigating factors related to the employee's conduct or performance that suspension, demotion or discharge is unwarranted.

B. In order of increasing severity, the disciplinary actions which a supervisor may recommend and the appointing authority may approve against an employee include:
    1. Suspension up to 30 calendar days.
        a) Salaried employees shall be suspended in minimum increments of one workweek, except that suspensions for major safety violations may be imposed for at least 1 workday but less than 1 workweek.
    2. Demotion.
        a) The appointing authority may demote an employee to a vacant position in a lower-paying classification or title in the same employing unit for disciplinary reasons. The employee must meet the minimum qualifications for the lower-paying classification or title. An employee who is demoted shall lose all rights to the higher class.
    3. Discharge.

C. The disciplinary action imposed depends upon the seriousness of the employee's offense and such other considerations as the appointing authority or designated management representative deems relevant. In the absence of mitigating circumstances, a verbal warning or a written reprimand shall not be given for a major disciplinary offense.

D. A regular employee may be suspended, demoted or discharged only for justifiable cause. This standard requires that:
    1. The employee was informed of or reasonably should have known the consequences of his or her conduct;
    2. The rule, policy or procedure the employee has violated is reasonably related to the employing unit's safe and efficient operations;
    3. A fair and objective investigation produced evidence of the employee's violation of the rule, policy or procedure;
    4. The rule, policy or procedure and penalties for the violation thereof are applied consistently; and
    5. The suspension or discharge is reasonably related to the seriousness of the employee's conduct and his or her previous disciplinary history.

E. The appointing authority may suspend, demote or discharge a probationary employee without just cause. A written statement of any such action shall be provided to the Seattle Human Resources Director and the Civil Service Commission.

1.3.3 Major Disciplinary Offenses

A. The following is a nonexclusive list of major disciplinary offenses where a verbal warning or written reprimand will not be appropriate in the absence of mitigating circumstances:
    1. Committing an act of workplace violence, including but not limited to verbal assault, threatening behavior or physical assault occurring in or arising from the workplace;

2. Testing positive for or being impaired or affected by alcohol or other controlled or illegal substance during working hours;
3. Possession or sale of alcohol for use in the workplace or during working hours;
4. Possession without a lawful prescription for or sale of a controlled or illegal substance in the workplace or during working hours.
5. Reporting to work while taking a lawfully prescribed controlled substance or over-the-counter medication without obtaining a recommendation in writing from a health care provider, if the substance could affect the employee's ability to work safely;
6. Use of City time, equipment or facilities for private gain or other non-City purpose;
7. Falsifying or destroying the business records of the employer at any time or place, without authorization;
8. Knowingly making a false statement on an application for employment or falsifying an employment-related examination document;
9. Intentional damage to or theft of the property of the City, another employee, or others;
10. Carrying or otherwise possessing firearms or any type of dangerous weapon and/or ammunition or similar devices or materials in the course of employment or on City property, except as authorized by the appointing authority;
11. Making a bribe, accepting a bribe, or soliciting a bribe;
12. Unauthorized absence;
13. Endangering the safety of, or causing injury to, the person or property of another through negligence or intentional failure to follow policies or procedures;
14. Conviction of any felony or misdemeanor crime or release from imprisonment for such conviction within the last 10 years when such conviction is work-related or may impair the employee's ability to perform his or her job duties;
15. A knowing or intentional violation of the City Code of Ethics or other ordinances, the Personnel Rules, or the employing unit's adopted policies, procedures and workplace expectations;
16. Acts of harassment or acts of discrimination that are prohibited by federal, state or local laws, or a failure to fulfill a responsibility to report incidents of harassment or discrimination to an appropriate City management representative;
17. Acts of retaliation against City employees or members of the public.
18. Other offenses of parallel gravity.

B. In determining the level of discipline to impose, the appointing authority or designated management representative shall consider factors that he or she deems relevant to the employee and his or her offense, including but not necessarily limited to:
    1. The employee's employment history, including any previously imposed disciplinary actions;

2. The extent of injury, damage or disruption caused by the employee's offense;
3. The employee's intent; and
4. Whether the offense constituted a breach of fiduciary responsibility or of the public trust.

1.3.4 Reassignment During Investigation

A. While investigating an employee's alleged misconduct the appointing authority may remove the employee or other employees who are the cause of or otherwise significantly affected by such investigation from the workplace. The employee(s) may be temporarily reassigned to another work unit, or may be placed on administrative reassignment.

B. An employee who is reassigned to another work unit pending the outcome of an investigation shall not have his or her pay rate reduced as a result of such reassignment.

C. The appointing authority shall place an employee on paid administrative reassignment only when he or she determines that the employee's absence from the workplace is in the best business interest of the employing unit and there is no workplace to which the employee may be reassigned.

1.3.5 Pre-Disciplinary Hearing

A. Prior to suspending, demoting or discharging a regular employee, the appointing authority shall conduct a pre-disciplinary hearing to permit the employee to respond to the charges made against him or her.
    1. The appointing authority shall provide the employee with oral or written notice of the charges made against him or her, an explanation of the evidence and the disciplinary action contemplated, and a reasonable opportunity for the employee to present an account of his or her conduct or performance.
    2. Upon receipt of a notice of recommended disciplinary action, an employee may choose to respond verbally or in writing. If the employee chooses to respond verbally, the appointing authority shall schedule a pre-disciplinary hearing.
    3. An employee may have a representative accompany him or her to a pre-disciplinary hearing. However, the pre-disciplinary hearing is not an evidentiary hearing, nor will the employee or his or her representative be permitted to cross-examine witnesses.
B. Following his or her evaluation of the information presented by the employee, the appointing authority shall determine whether to impose or modify the disciplinary action contemplated against the employee.

1.3.6 Right of Appeal

A. A written notification signed by the appointing authority of a suspension, demotion or discharge shall be delivered to the affected employee not later than 1 working day after the action becomes effective. The notification shall include the reason for the action taken. In the case of a regular employee, the notification shall also include a description of the employee's rights for appeal.
    1. In order to appeal the disciplinary action imposed, the employee must file a grievance provided by Personnel Rule 1.4 within 20 calendar days of the decision to impose discipline by the appointing authority.
    2. An employee who has exhausted the Employee Grievance Procedure under Personnel Rule 1.4 and remains dissatisfied with the outcome may file an appeal with the Civil Service Commission.
B. A copy of the written notification to the employee shall be provided to the Civil Service Commission and to the Seattle Human Resources Director concurrent with or prior to the effective date of the disciplinary action.
C. An employee may grieve a verbal warning or written reprimand using the Employee Grievance Procedure provided in Personnel Rule 1.4. Verbal warnings and written reprimands may not be appealed to the Civil Service Commission.

Personnel Rule 1.4 – Employee Grievance Procedure

1.4.0 Authority

SMC 4.04.050 and subsequent revisions thereto, Rule-making Authority

SMC 4.04.240 and subsequent revisions thereto, Employee Grievance Procedure

SMC 4.04.260 and subsequent revisions thereto, Appeals to Civil Service Commission

1.4.1 Application of this Rule

A. The provisions of this Rule apply to regularly appointed employees who have probationary, trial service or regular status except as specifically provided within the Rule.
B. This Rule does not apply to employees who are exempted by state law, the City Charter or SMC Chapter 4.13 from compliance with the Personnel Rules or SMC Chapter 4.04 related to selection, discipline, termination or appeals of personnel actions to the Civil Service Commission.
C. The provisions of this subchapter shall be applied to employees of the Seattle Municipal Court except where they conflict with any policy promulgated by the Court and/or General Court Rule 29.

1.4.2 Procedure

A. A regular, trial service or probationary employee may initiate a grievance when there is a disagreement between the employee and his or her supervisor or employing unit concerning the proper application of provisions of the Seattle Municipal Code Chapter 4.04 or Personnel Rules and any policies or procedures adopted pursuant thereto, except as follows:
    1. An employee who is represented under the terms of a collective bargaining agreement between the City and an authorized bargaining unit may utilize this grievance procedure to grieve the improper application of provision of the Seattle Municipal Code Chapter 4.04, or the Personnel Rules, policies and procedures adopted pursuant thereto. Alleged violations of the collective bargaining agreement are not grievable using the procedure provided in this Rule.
    2. The classification and compensation decisions rendered by the Seattle Human Resources Director are not grievable under this Personnel Rule. An employee may, however, grieve an alleged violation of any provisions of SMC 4.04, the Personnel Rules and policies or procedures adopted pursuant thereto that govern the processes of classifying and setting compensation for employment positions if the employee believes that those processes were not followed.
B. The employee grievance procedure shall consist of three steps. In an effort to expedite the grievance process, grievances shall be filed at the step in which there

is authority to adjudicate, provided that the supervisor(s) be notified of any step that is skipped. If the employee and the department are not able to agree on which step the grievance shall be initiated, the employee shall file the grievance at Step One. The employee and his or her departmental management shall make a reasonable effort to settle grievances at the lowest possible step.

1. Step One. The employee shall present a written request for a meeting with his or her immediate supervisor within 20 calendar days following the grievable incident. At the meeting, the employee shall identify
    a. The grievable incident;
    b. The provision of Seattle Municipal Code Chapter 4.04 or the Personnel Rule or policy or procedure adopted pursuant thereto that he or she believes was improperly applied; and
    c. The remedy he or she seeks.

    Within 14 calendar days of the meeting, the supervisor shall provide a response, verbally or in writing, to the grievant, indicating whether the supervisor found that the grievance has merit, the reasons for that determination, and, if the grievance has merit, what remedy he or she proposes.

    If the supervisor does not have the authority to resolve the grievance or denies the grievance at Step One, the supervisor shall instruct the employee that he or she may proceed to Step Two.

2. Step Two. If the grievance is not resolved at Step One, the employee shall present the grievance in writing to his or her division director within 14 calendar days following receipt of the Step One response. The employee's written description of his or her grievance must be signed and dated and shall include the information provided at Step One as well as an explanation of why the employee found the Step One outcome unacceptable. If the grievance is initially submitted at Step Two, the employee shall present the grievance in writing to his or her division director within 20 calendar days of the grievable incident. The employee's written description of his or her grievance must be signed and dated and shall include the information required at Step One.

    The division director shall provide a written response within 14 calendar days of the presentation of the Step Two grievance, informing the grievant of the outcome of his or her review and any proposed remedy. Denial of the grievance shall permit the employee to proceed to Step Three.

    If the division director denies the grievance, does not have the authority to resolve the grievance, or if the division director is the employee's immediate supervisor and has responded to the grievance at Step One, the division director shall instruct the employee that he or she may proceed to Step Three.

3. Step Three. If the grievance is not resolved at Step Two, the employee shall submit a Step Three grievance to the City Seattle Human Resources Director within 14 calendar days after the date of the division director's response. The Step Three grievance shall consist of:
    a. The written Step Two grievance;
    b. The division director's response to the Step Two grievance;
    c. An explanation of any and all reason(s) the employee finds the Step Two response unacceptable; and
    d. A cover sheet signed and dated by the grievant that clearly identifies the submittal as a Step Three grievance.

    If the grievance is initially submitted at Step Three, the employee shall present the grievance in writing to the Seattle Human Resources Director within 20 calendar days of the grievable incident. The employee's written description of his or her grievance must be signed and dated and shall include the information required at Step One.

The Seattle Human Resources Director shall review the grievance and may meet with the grievant and any other individuals the Director identifies as having additional relevant information about the grievable incident. The Seattle Human Resources Director shall provide a report of his or her investigation to the grievant and the grievant's appointing authority within 14 calendar days after receipt of the Step Three grievance or within 7 calendar days after meeting with the grievant, whichever is later.

In addition, the Seattle Human Resources Director shall provide to the appointing authority a confidential recommendation for resolution of the grievance. The appointing authority may consider the Seattle Human Resources Director's recommendation for resolution, but he or she shall be responsible for determining the grievance resolution.

The appointing authority will answer the grievance setting forth his or her decision in writing within seven (7) calendar days after receipt of the Seattle Human Resources Director's recommendation. The appointing authority shall notify the employee of his or her right to appeal the suspension, demotion or termination to the Civil Service Commission.

C. The timelines provided in Personnel Rule 1.4.2 B may be extended by mutual written agreement of the aggrieved employee and the appropriate management representative at the relevant step. The employee's failure to comply with these timelines, absent an agreement to extend them, shall constitute his or her withdrawal of the grievance. Failure of the appropriate management representative to comply with these timelines shall allow the employee to proceed to the next step.

1.4.3 Alternative Dispute Resolution

An employee who files a grievance under the employee grievance procedure may at any time prior to the disposition of the grievance at Step Three request that the Alternative Dispute Resolution Coordinator determine whether a mediation process would be an appropriate way to address the grievance. If the dispute is accepted for a mediation process, the appointing authority shall waive the timelines for the employee grievance procedure until the completion of that process. If the dispute is not resolved through ADR, the employee may resume his or her pursuit of a remedy through the employee grievance procedure.

1.4.4 Appeal to Civil Service Commission

If a regular employee exhausts this grievance procedure and remains dissatisfied with the outcome of an action that falls within the jurisdiction of the Civil Service Commission, he or she may file an appeal with the Civil Service Commission in accordance with Seattle Municipal Code Section 4.04.260:

A. In order to appeal an action that is upheld by the grievance process, the employee must file a "Notice of Appeal" with the Civil Service Commission within 20 calendar days of the delivery of the Step Three grievance response.
B. The 20 calendar days begins to run on the date of delivery of the notice of the Step 3 grievance response and right to appeal is given to the employee personally or delivered by messenger to the employee's most recent address as shown on departmental records. If the notice of grievance response and right to appeal is mailed, the 20 calendar days begins to run on the third calendar day after the notice is mailed.

Personnel Rule 1.5 – Performance Management

1.5.0 Authority

SMC 4.04.050 and subsequent revisions thereto, Rule-making Authority

SMC 4.04.180 and subsequent revisions thereto, Performance evaluation

1.5.1 Application of this Rule

A. This Rule applies to regular, trial service and probationary employees.
B. For regular, trial service and probationary employees who are represented under the terms of a collective bargaining agreement, this Rule prevails except where it conflicts with the collective bargaining agreement, any memoranda of agreement or understanding signed pursuant to the collective bargaining agreement, or any recognized and established practice relative to the members of the bargaining unit.
C. This Rule does not apply to employees appointed to exempt positions; however, the appointing authority may implement a performance evaluation system for exempt employees.
D. The provisions of this subchapter shall be applied to employees of the Seattle Municipal Court except where they conflict with any policy promulgated by the Court and/or General Court Rule 29.

1.5.3 Performance Management Training

A. Appropriate performance management training is a component of the City's performance management systems. Performance management training for supervisors and managers may include but need not be limited to:
    1. Engaging in effective communication,
    2. Participating in setting and communicating expectations,
    3. Providing and receiving ongoing feedback,
    4. Recognizing good individual and team performance,
    5. Assessing the causes of deficient job performance,
    6. Assisting employees in performance improvement,
    7. Conducting effective performance evaluations,
    8. Appropriately implementing progressive discipline, and
    9. Appropriately seeking assistance.
B. Performance management training for employees may include but need not be limited to:
    1. Engaging in effective communication,
    2. Participating in setting and communicating expectations,
    3. Providing and receiving ongoing feedback,
    4. Participating in performance improvement processes,
    5. Participating in performance evaluation processes, and
    6. Appropriately seeking assistance.

1.5.3 Job Expectations

A. The setting and communication of job expectations is a goal of the performance evaluation system. All supervisors and employees should identify employees' job expectations:
    1. On at least an annual basis to set expectations for the coming year,
    2. When the employee begins a new job,
    3. When there are changes in job expectations, and
    4. When an employee needs or requests clarification about his or her job expectations.
B. Job expectations should be reasonable and fair and should align with the employee's class specification as well as the overall organizational priorities, goals and strategies for the employing unit and the City.
C. Each supervisor and employee may identify any training and other resources necessary for the employee to meet his or her job expectations.
D. Any documentation of job expectations by the supervisor shall be maintained in the supervisor file, with a copy to the employee.

1.5.4 Performance Evaluation

A. Every employing unit is expected to develop and maintain a performance evaluation system which may include but need not be limited to:
    1. Annual job-related performance evaluations,
    2. Provision for employee comment on formal performance evaluations,
    3. Review of formal performance evaluations by the rater's supervisor, and
    4. The employee's right to have his or her formal performance evaluation reviewed by the supervisor's chain of command up to and including the appointing authority.
B. The results of performance evaluations shall be used to:
    1. Improve communications with employees,
    2. Help identify and recognize outstanding employee performance,
    3. Help identify and correct inadequate employee performance, and
    4. Help demonstrate just cause for personnel actions.
C. The Seattle Human Resources Director may conduct regular audits of performance evaluation records to monitor employing units' implementation and maintenance of a performance evaluation system.

1.5.5 Communicating Performance Deficiencies

A. Supervisors should address deficiencies in an employee's job performance immediately, rather than waiting for the formal performance evaluation, by conducting a counseling session with the employee to:
    1. Review job expectations for the employee's position,
    2. Communicate to the employee the job performance deficiencies, and
    3. Begin to assess the cause of the job performance deficiencies.

B. Supervisors should document an assessment of the cause of the employee's job performance deficiencies, addressing issues that may include but may not be limited to:
    1. Are the job expectations consistent with the employee's position classification?
    2. Were the job expectations communicated to the employee?
    3. How does the employee's performance compare with others in the same classification?
    4. Did the employee receive appropriate job-related training and/or equipment?
    5. Has the employee previously demonstrated the ability to meet his or her job expectations?
C. The supervisor should document all meetings held to discuss job performance deficiencies and shall maintain the documentation in the supervisor file, with a copy to the employee.

1.5.6 Employee Failure to Correct Performance Deficiencies

A. If, after counseling an employee, a supervisor concludes that he or she still does not adequately perform his or her job, the supervisor should consult with the human resources professional(s) in his or her employing unit to determine whether to proceed with progressive discipline.
B. If a supervisor determines that progressive discipline is the appropriate course of action, he or she shall proceed in accordance with Personnel Rule 1.3.

1.5.7 Alternative Dispute Resolution Program

The parties to a performance management process may mutually agree to use the services available through the Alternative Dispute Resolution Program at any time. Mediation is not a substitute for performance management. However, communication problems or workplace conflict may aggravate an employee's job performance deficiencies. Mediation may help address communication problems or workplace conflict, thereby improving the employee's ability to correct performance deficiencies.

Personnel Rule 2.1 – Classification of Position in the Classified Service

2.1.0 Authority

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-making authority

SMC 4.04.130 and subsequent revisions thereto, Classification

SMC 4.20.080 and subsequent revisions thereto, Changes in incumbent status

2.1.1 Definitions

A. "Allocation" shall mean the placement of a position in the appropriate classification within the classified service.
B. "Appointing authority" shall mean the head of an employing unit, or a designated management representative,` authorized by ordinance or City Charter to employ others on behalf of the City. The term includes and can be used interchangeably with department head, department director, superintendent and chief.
C. "Classification" shall mean any group of positions the Seattle Human Resources Director determines is sufficiently similar in nature and level of work that the same title may be applied to all.
D. "Classification determination" shall mean a signed and dated report issued by the Seattle Human Resources Director indicating the proper allocation of a classified service position.
E. "Classification review" shall mean a review of a position's assigned duties and responsibilities to determine its proper allocation to a classification based on a comparison with the typical duties, responsibilities and requirements of other City classifications.
F. "Classification series" shall mean two or more classifications that perform similar tasks or work but differ in degree of difficulty and responsibility.
G. "Classification specification" shall mean a written description of a classification in the Step Progression Pay Program that includes a title, a description of distinguishing characteristics, a statement of typical duties and responsibilities, and a statement of minimum qualifications.
H. "Classified service" shall mean all employment positions in the City that are not excluded by ordinance, City Charter or State law from the provisions of Seattle Municipal Code Chapter 4.04 or the Personnel Rules adopted pursuant thereto.
I. "Out-of-class assignment" shall mean the assignment of an eligible employee to perform the ongoing duties and accept the responsibilities of a higher-paying title on a temporary basis in order to avoid a significant interruption of services.
J. "Seattle Human Resources Director" shall mean the director of the Seattle Department of Human Resources or his or her designated management representative.

K. “Position” shall mean the selection of duties and responsibilities that constitute the body of work an employee is assigned to perform.
L. “Position incumbent” shall mean the employee who has a regular appointment to a specified position.
M. “Reallocation” shall mean the placement of a position in a different classification because its management has made a deliberate decision to assign to it a new body of duties that substantively changes its nature and scope.
N. “Reclassification” shall mean the placement of a position in a different classification due to the gradual accretion of duties over a period of 6 months or longer, that substantively changes its nature or scope.
O. “Reconsideration” shall mean a process whereby a position incumbent or departmental management may, following the issuance of a classification determination, submit additional information to the Seattle Human Resources Director that they believe may change such determination.
P. “Regularly appointed employee” shall mean an employee who has a probationary, regular or exempt appointment to a position of City employment.
Q. “Status” shall mean the condition of being probationary or regular in the current classification.
R. “Step Progression Pay Program” shall mean a compensation system that provides for salary progression based on length of service.

2.1.2 Application of this Rule

A. This Rule applies to regularly appointed employees in the classified service.
B. For regularly appointed employees in the classified service who are represented under the terms of a collective bargaining agreement, this Rule prevails except where it conflicts with the collective bargaining agreement, any memoranda of agreement or understanding signed pursuant to the collective bargaining agreement, or any recognized and established practice relative to the members of the bargaining unit.
C. This Rule does not apply to individuals who are employed under the terms of a grant that includes provisions that conflict with this Rule.
D. This Rule does not apply to individuals hired by the City on a temporary, intermittent or seasonal basis, or for a work schedule of fewer than 20 hours per week; nor does it apply to individuals hired under contract to the City.
E. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of the personnel system within their employing units, provided that such procedures do not conflict with the provisions of this Rule.

2.1.3 Classification of Positions

A. The Seattle Human Resources Director is authorized to classify each position in the classified service.

B. The Seattle Human Resources Director shall allocate to the same classification positions that are assigned substantially similar work at similar levels of complexity and responsibility.
C. The Seattle Human Resources Director shall allocate to the same classification series positions that are assigned substantially similar work at differing levels of complexity and responsibility.
D. The appointing authority is responsible for the delegation and management of work within the employing unit.

2.1.4 Review of Position Classification

A. A classification review is required when:
    1. The appointing authority changes, on other than an out-of-class basis, the body of work that is assigned to a position such that the current allocation no longer applies to the body of work performed.
    2. A position incumbent accretes, over a period of at least 6 months, additional tasks and responsibilities such that the current allocation no longer applies to the body of work performed.
    3. The appointing authority proposes the establishment of a new position within the employing unit.
B. The appointing authority shall timely submit a request for classification review, including a signed and dated position description questionnaire, to the Seattle Human Resources Director.
C. The incumbent of a position may request a classification review of the work assigned to his or her 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.
D. Effective September 30, 2003, retroactivity of classification determinations is limited to 30 calendar days prior to the date a completed position description questionnaire is received by the Seattle Human Resources Director A position incumbent may submit a signed and dated position description questionnaire directly to the Seattle Human Resources Director, in which case retroactivity of the classification determination is limited to 30 calendar days prior to the date it is received by the Director. A request for an exception to the effective date as specified in this Rule must have the written concurrence of the appointing authority and the City's Finance Director.

2.1.5 Implementation of a Classification Determination

A. The appointing authority must approve a classification determination before it is implemented. If the appointing authority determines that a classification

determination is the result of improperly assigned or accreted duties, he or she may reassign the duties in question to another properly classified position rather than implement the classification determination. The appointing authority shall notify the Seattle Human Resources Director of his or her decision not to implement the classification determination within 30 calendar days of the date of the Seattle Human Resources Director's transmittal of such determination. The reassignment of duties must be reviewed by the Seattle Human Resources Director to ensure no impact on the second position's allocation.

B. The incumbent of the first position must be correctly compensated for the performance of any higher level duties from the time the duties were assigned or fully accreted, according to the classification determination, until they are reassigned to another position.

2.1.6 Effect of Classification Changes on Incumbent

A. Retitling: When the title of a classification is changed without a change in duties or responsibilities, the incumbent will have the same status in the class (i.e. probationary or regular) as he or she previously held. The employee's service credit for purposes of layoff shall carry forward into the new classification.

B. Reclassification:
    1. When a position is reclassified because of a gradual change in the nature, scope or complexity of the duties, the incumbent will have the same status (i.e., probationary or regular) as previously held. The employee's service credit for purposes of layoff in the new classification shall accrue from the effective date of the classification determination.
    2. In the case of a reclassification which results in a reduction to a position with a lower maximum pay rate, the appointing authority may transfer the incumbent to a vacant position in the original classification in the same employing unit. If there is no vacant position in the original classification in the employing unit, the appointing authority will reduce the incumbent to the lower-paid classification.
    3. Assignment of duties on an out-of-class basis does not constitute a gradual change in duties.

C. Reallocation: When an appointing authority, deliberately and usually prospectively, assigns a new body of work to a classified service position resulting in a classification change, the reallocated position will be filled by a selection process. If the appointing authority intends to consider the position incumbent for appointment, the selection process may be limited to a qualifications audit by the Seattle Human Resources Director.
    1. If the incumbent is not selected for the reallocated position and cannot be moved to a vacant position in the previous classification, the appointing authority shall request an order of layoff be prepared for the position's previous classification.
    2. If the incumbent is selected for the reallocated position, the appointment thereto will be treated as a promotion, reduction, or transfer, depending

upon the relationship between the maximum pay rate of the new classification and the maximum pay rate of the previous classification.

2.1.7 Effective Date of Classification Change

A. A classification change which results in the allocation of a position to a classification with a lower maximum pay rate becomes effective 30 calendar days following the expiration of the reconsideration request period, or 30 calendar days following the issuance of a final classification determination from a reconsideration process, whichever is later .
B. A classification change which results in the allocation of a position to a classification with a higher maximum pay rate becomes effective on the date that the substantive change to the position can be verified by the Seattle Human Resources Director, but no earlier than 30 calendar days prior to the receipt by the Seattle Human Resources Director of the completed position description questionnaire and request for a classification review as provided by Rule 2.1.4 (D). The effective date of the classification change shall be confirmed in the classification determination.
C. A reallocation becomes effective on the date that the position's supervisor, manager, or appointing authority assigns a new body of duties thereto, but no earlier than 30 calendar days prior to the receipt by the Seattle Human Resources Director of the completed position description questionnaire and request for a classification review as provided by Rule 2.1.4 (D). The effective date of the reallocation will be confirmed in the classification report.

Personnel Rule 2.2 – Exemption From the Classified Service

2.2.0 Authority

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-making authority

SMC 4.04.130 and subsequent revisions thereto, Determinations regarding exemptions from Civil Service

SMC 4.13.010 and subsequent revisions thereto, Exemptions from the Civil Service and Public Safety Civil Service Systems

SMC 4.34.065 and subsequent revisions thereto, Payment in lieu of use of vacation credit

City Charter Article 16, Section 3, Civil Service

2.2.1 Definitions

A. "Acting appointment" shall mean an appointment by the Mayor to be the appointing authority of an employing unit, either pending confirmation by the City Council or on an interim basis pending the nomination of the Mayor's candidate for confirmation.
B. "Appointing authority" shall mean the head of an employing unit, or a designated management representative, authorized by ordinance or City Charter to employ others on behalf of the City. The term includes and can be used interchangeably with department head, department director, superintendent and chief.
C. "Classified service" shall mean all employment positions in the City that are not excluded by ordinance, City Charter or State law from the provisions of Seattle Municipal Code Chapter 4.04 or the Personnel Rules adopted pursuant thereto related to selection, discipline, termination or appeals of personnel actions to the Civil Service Commission .
D. "Employing unit" shall mean any department of the City and, within the Executive and Legislative Departments, any office created by ordinance.
E. "Exempt position" shall mean a position of employment held by an at-will employee who serves at the discretion of the appointing authority in a position that is excluded by ordinance, City Charter or State law from compliance with the provisions of Seattle Municipal Code Chapter 4.04 or the Personnel Rules adopted pursuant thereto related to selection, discipline, termination or appeals of personnel actions to the Civil Service Commission.
F. "Seattle Human Resources Director" shall mean the director of the Seattle Department of Human Resources or his or her designated management representative.

G. “Reallocation” shall mean the placement of a position in a different classification because its management has made a deliberate decision to assign to it a new body of duties that substantively changes its nature and scope.
H. “Reconsideration” shall mean a process whereby a position incumbent or departmental management may, following the issuance of a position exemption recommendation, submit additional material to the Seattle Human Resources Director that they believe may change such determination.
I. “Regularly appointed employee” shall mean an employee who has a probationary, regular or exempt appointment to a position of employment in the City.

2.2.2 Application of this Rule

A. This Rule applies to regularly appointed employees.
B. For regularly appointed employees who are represented under the terms of a collective bargaining agreement, this Rule prevails except where it conflicts with the collective bargaining agreement, any memoranda of agreement or understanding signed pursuant to the collective bargaining agreement, or any recognized and established practice relative to the members of the bargaining unit.
C. This Rule does not apply to individuals who are employed under the terms of a grant that includes provisions that conflict with this Rule.
D. This Rule does not apply to individuals hired by the City on a temporary, intermittent or a seasonal basis, or for a work schedule of fewer than 20 hours per week; nor does it apply to individuals hired under contract to the City.
E. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of the personnel systems within their employing units, provided that such procedures do not conflict with the provisions of this Rule.

2.2.3 Designation of Exempt Status

A. The Seattle Human Resources Director shall review the duties and responsibilities of positions to determine whether they shall be allocated to the classified service or designated as exempt, and shall identify the appropriate title for those positions designated as exempt.
B. Positions exhibiting the following characteristics may be exempted from the classified service:
    1. Positions requiring a particularly high degree of professional responsiveness and individual accountability; or
    2. Positions requiring a confidential or fiduciary relationship with the appointing authority; or
    3. Judicial positions requiring insulation as a third branch of government.

2.2.4 Position Exemption

A. Any position may be exempted from the classified service by State law, the City Charter, or by approval of two thirds of the City Council. An exempt position may

be returned to the classified service upon the approval of two thirds of the City Council.

B. The Seattle Human Resources Director shall have the sole authority to determine whether a position has been exempted from the classified service.

2.2.5 Review of Exempt Positions

A. The Seattle Human Resources Director may conduct a review of the exempt designation of any position when he or she deems it necessary.
B. The appointing authority shall report to the Seattle Human Resources Director any substantive changes to the duties and responsibilities of exempt positions and shall request a review of a position's exempt designation at the time the assigned duties and responsibilities change.
C. When an exempt position is transferred between employing units, the appointing authority in the receiving employing unit shall submit to the Seattle Human Resources Director a description of its new duties and responsibilities.

2.2.6 Implementation of Position Exemption

A. The effective date of a position's exemption from the classified service shall be the same as the effective date of the legislation that exempts it.
B. The position incumbent may request reconsideration only of the Seattle Human Resources Director's recommendation to exempt a classified service position.
C. The appointing authority may request reconsideration of the Seattle Human Resources Director's title determination as well as the recommendation to exempt a classified service or a new position.

2.2.7 Effects of Exemption on Position Incumbent

A. An employee who is appointed to an exempt position shall not serve a probationary period in the exempt position.
B. An exempt employee's appointment may be terminated at any time for any reason not prohibited by law.

2.2.8 Movement from Exempt to Classified Service Position

A. An employee who is appointed from a classified service position to an exempt position in the same employing unit has the right to return to the same or like classification in which he or she last held regular standing prior to exempt appointment upon termination of the exempt appointment, unless such termination was for cause.
    1. The right to return to the classified service only applies to an employee's first exempt appointment from the classified service. Subsequent exempt appointments terminate the return rights.
    2. The employee may only exercise his or her return right if the classified service position in which he or she last held regular standing prior to the

exempt appointment, the exempt position from which he or she wishes to exercise the return right, and the classified service position to which he or she would return are all in the same employing unit.

3. Upon return to the classified service, an employee's service credit for purposes of layoff shall be calculated from the date of regular appointment to a position in the classification in which the employee held regular standing immediately prior to the exempt appointment, provided there was no break in service and provided that the return is to the same classification. Time served in the exempt position shall not be included in the service credit calculation for layoff.
4. If the employing unit does not have a position vacancy in the classification to which an employee has return rights, the appointing authority shall request an order of layoff for the classified service title.

B. The movement of a position from an exempt designation to the classified service shall be treated as a reallocation. A selection process shall be required to fill the reallocated position.

2.2.9 Acting Appointment

A. The Mayor may fill an appointing authority vacancy by appointing a current City employee to be the acting head of an employing unit. The employee shall remain in his or her regular position and shall be compensated using the out-of-class mechanism and pay structure except as provided by Rule 2.2.8(B). The employee's service credit for layoff and salary step progression purposes, if applicable, shall not be affected by the acting appointment; nor will his or her eligibility to accumulate and use vacation, executive leave or merit leave be affected.

B. At the Mayor's discretion, a current City employee designated by him or her to be the acting head of an employing unit may be appointed to the vacant position for the duration of the appointment, rather than paid out-of-class.

1. An employee who is appointed to the position of appointing authority shall cash out any unused vacation balance accumulated pursuant to SMC 4.34.020 and Rule 7.5.4(D). He or she shall be awarded 30 days (i.e., 240 regular pay hours) of vacation immediately and every January 1st thereafter that the employee retains the acting appointment. The vacation award may not be cashed out or carried over into the subsequent calendar year. Upon reappointment to his or her previous position, the employee shall be permitted to retain and use the unused balance of the current 30-day award until the end of the current calendar year.
2. An employee who has an acting appointment may use any unused executive and merit leave balances while serving in such capacity. Executive leave shall not be awarded to an employee who has an acting appointment during the first full pay period of January; however, upon return to an eligible title, he or she shall receive 1 day of executive leave for each calendar quarter that the employee is in the eligible title during the first full pay period of the quarter. The employee shall be ineligible for

consideration for merit leave during the period of time that he or she has an acting appointment.

3. The accrual of service credit for layoff and salary step progression purposes, if applicable, shall be suspended during the acting appointment. Upon return from the acting appointment, service credit shall be calculated from the date of initial regular appointment to the classification, provided there was no break in service, but time served in the acting appointment shall not be included in the calculation of credit.

C. The Mayor may appoint an individual who is not a current City employee to be the acting head of an employing unit. The appointee shall receive all the benefits of the position, including 30 days of vacation upon appointment and each subsequent January 1 that he or she is in the position.

Personnel Rule 2.3 – Classification Reconsideration Process

2.3.0 Authority

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-making authority

SMC 4.04.130 and subsequent revisions thereto, Classification

2.3.1 Definitions

A. "Allocation" shall mean the placement of a position in the appropriate classification within the classified service.
B. "Appointing authority" shall mean the head of an employing unit, or a designated management representative, authorized by ordinance or City Charter to employ others on behalf of the City. The term includes and can be used interchangeably with department head, department director, superintendent and chief.
C. "Classified service" shall mean all employment positions in the City that are not excluded by ordinance, City Charter or State law from the provisions of Seattle Municipal Code Chapter 4.04 or the Personnel rules adopted pursuant thereto.
D. "Exempt position" shall mean a position of employment held by an at-will employee who serves at the discretion of the appointing authority in a position that is excluded by ordinance, City Charter or State law from compliance with the provisions of Seattle Municipal Code Chapter 4.04 or the Personnel Rules adopted pursuant thereto related to selection, discipline, termination or appeals of personnel actions to the Civil Service Commission.
E. "Out-of-class assignment" shall mean the assignment of an eligible employee to perform the ongoing duties and accept the responsibilities of a higher-paying title on a temporary basis in order to avoid a significant interruption of services.
F. "Seattle Human Resources Director" shall mean the director of the Seattle Department of Human Resources or his or her designated management representative.
G. "Position incumbent" shall mean the employee who has a regular appointment to a specified position.
H. "Reallocation" shall mean the placement of a position in a different classification because its management has made a deliberate decision to assign to it a new body of duties that substantively changes its nature and scope.
I. "Reconsideration" shall mean a process whereby a position incumbent or departmental management may, following the issuance of a classification determination, submit additional information to the Seattle Human Resources Director that they believe may change such determination.
J. "Regularly appointed employee" shall mean an employee who has a probationary, regular or exempt appointment to a position of City employment.

2.3.2 Application of this Rule

A. This Rule applies to regularly appointed employees.
B. For regularly appointed employees who are represented under the terms of a collective bargaining agreement, this Rule prevails except where it conflicts with the collective bargaining agreement, any memoranda of agreement or understanding signed pursuant to the collective bargaining agreement, or any recognized and established practice relative to the members of the bargaining unit.
C. This Rule does not apply to individuals who are employed under the terms of a grant that includes provisions that conflict with this Rule.
D. This Rule does not apply to individuals hired by the City on a temporary, intermittent or a seasonal basis, or for a work schedule of fewer than 20 hours per week; nor does it apply to individuals hired under contract to the City.
E. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of the personnel systems within their employing units, provided that such procedures do not conflict with the provisions of this Rule.

2.3.3 Reconsideration Process

A. The reconsideration process is an opportunity to provide additional information about a position's assigned duties and responsibilities before a classification determination is finalized and implemented.
B. Proper subjects for a reconsideration process are the classification allocation, designation of a position as exempt, and/or the effective date of a classification action.
C. A position incumbent or the appointing authority for the position may request a reconsideration of the Seattle Human Resources Director's determination regarding the proper classification allocation or classified service exemption of the position. A position incumbent may not request a reconsideration of the Seattle Human Resources Director's determination regarding the classification reallocation of his or her position except as provided below:
    1. If a management request to reallocate a position is submitted to the Seattle Human Resources Director after the new duties and responsibilities have been assigned to the position and the position incumbent has been performing such new duties on other than an out-of-class basis, the position incumbent may request a reconsideration of the reallocation.
    2. If an employee and/or his or her appointing authority submit a request for a classification review of the position to which the employee is appointed and the Seattle Human Resources Director determines that the proper action is a reallocation rather than a reclassification, the position incumbent may request a reconsideration of the classification reallocation.
D. A request for reconsideration must be delivered to the Seattle Human Resources Director within 30 calendar days of the date of the Seattle Human Resources Director's transmittal of the classification determination or exempt designation report to the employing unit. The request for reconsideration need not include information about the nature of or supporting documentation for the desired change; however, the requesting party should be prepared to provide to the

reconsideration panel any materials that were not submitted for the original position analysis, or that the requesting party believes were not given proper weight in the original analysis.

E. Within 30 calendar days of receipt of a request for reconsideration, the Seattle Human Resources Director shall appoint a reconsideration panel and schedule a meeting between the party who submitted the request and the panel.
F. The requesting party may invite up to 3 additional individuals to the reconsideration meeting. The additional participants may include individuals in similarly situated positions, the position's supervisor, manager, or appointing authority, or any other individual who is able to provide information about the duties and responsibilities assigned to the position(s) in question.
G. Reconsideration meetings shall be scheduled during normal working hours and employees shall be paid their regular rates of pay for attending. Insofar as it is possible, the Seattle Human Resources Director shall schedule reconsideration meetings so as to have the least possible impact on the employing unit's workload and schedule.

2.3.4 Outcome of Reconsideration Meetings

A. The Seattle Human Resources Director shall notify the human resources section of the employing unit in which the position is located of the outcome of the reconsideration process. It is the responsibility of the human resources staff to notify the position incumbent and other affected parties in a timely manner.
B. Notification of the reconsideration process outcome shall be made within 30 calendar days of the reconsideration meeting, or the Seattle Human Resources Director shall notify the affected party or parties of the need for additional time.
C. Although the reconsideration request does not require the support of the position's management, the appointing authority must indicate at the reconsideration meeting if he or she disagrees with the position incumbent's description of the duties and responsibilities assigned.
D. In the event both a contract classification grievance and a request for reconsideration have been filed regarding the duties assigned to a position during the same time period, the reconsideration request shall be considered withdrawn.

Personnel Rule 3.1 – Step Progression Pay Program

3.1.0 Authority

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-Making Authority

SMC 4.20 and subsequent revisions thereto, Compensation and Working Conditions Generally

3.1.1 Definitions

A. "Appointing authority" shall mean the head of an employing unit authorized by ordinance or City Charter to employ others on behalf of the City, or a designated management representative. The term includes and can be used interchangeably with department head, department director, superintendent or chief.
B. "Classified service" shall mean all employment positions in the City that are not excluded by ordinance, City Charter or State law from the provision of Seattle Municipal Code Title 4 or the Personnel Rules.
C. "Compensation review" shall mean an evaluation of the salary range assigned to a classification or title.
D. "Demotion" shall mean the movement of an employee from his or her current classification to a classification with a lower maximum salary rate, for cause.
E. "Exempt employee" shall mean an at will employee who serves at the discretion of the appointing authority in a position that is exempted by ordinance, City Charter or State law from compliance with the provisions of the Personnel Rules or Seattle Municipal Code Title 4 related to selection, discipline, termination or appeals of personnel actions to the Civil Service Commission.
F. "FLSA" shall mean the Fair Labor Standards Act, which regulates minimum wage and overtime compensation requirements.
G. "Hourly employee" shall mean an employee who is compensated on an hourly basis for each hour of work performed, including time worked beyond 40 hours in a work week.
H. "Incumbency rate of pay" shall mean the rate of pay an employee receives when his or her position has been the subject of a classification or compensation action that resulted in assignment to a salary range with a maximum rate of pay that is lower than the rate of pay the employee received prior to the action. The incumbency rate of pay is the same as the pay rate the employee received immediately before the current classification or compensation action became effective.
I. "Initial appointment" shall mean the first appointment of an individual to a non-temporary position.
J. "Lateral movement" shall mean the movement of an employee from one position to another position with the same classification or job title or salary range.

K. "Out-of-class assignment" shall mean the assignment of an eligible employee to perform the normal ongoing duties of a higher-paying position or classification on a temporary basis in order to avoid a significant interruption of services.
L. "Pay program" shall mean a grouping of job titles that are compensated using the same pay structure and placement and progression rules.
M. "Seattle Human Resources Director" shall mean the director of the Seattle Department of Human Resources or his or her designated management representative.
N. "Promotion" shall mean an appointment to a position with a higher maximum pay rate than the position from which the employee is appointed, that occurs subsequent to an employee's initial appointment.
O. "Reduction" shall mean the non-disciplinary movement of an employee from a higher-paying classification to a lower-paying classification at the request of the employee to be reduced, or by the appointing authority or his or her designated representative, for reasons of organizational change, reduction in force, poor job match, or to accommodate an injured or disabled worker.
P. "Regularly appointed employee" shall mean an individual who has a probationary, regular or exempt appointment to a position of City employment.
Q. "Salaried employee" shall mean an employee who is not covered by the Fair Labor Standards Act who regularly receives each pay period a predetermined amount constituting all or part of compensation. This base salary cannot be reduced because of variations in the quality or quantity of work performed.
R. "Salary range" shall mean the minimum and maximum pay rates for a classification and all of the incremental pay rates between.
S. "Step Progression Pay Program" shall mean a compensation system that provides for salary progression based on length of service.

3.1.2 Application of this Rule

A. This Rule applies to regularly appointed employees in titles assigned to the Step Progression Pay Program.
B. For regularly appointed employees who are represented under the terms of a collective bargaining agreement, this Rule prevails except where it conflicts with the collective bargaining agreement, any memoranda of agreement or understanding signed pursuant to the collective bargaining agreement, or any recognized and established practice relative to the members of the bargaining unit.
C. This Rule does not apply to individuals who are employed under the terms of a grant that includes compensation provisions that conflict with this Rule.
D. This Rule does not apply to individuals hired by the City on a temporary, intermittent or seasonal basis, or for a work schedule of fewer than 20 hours per week, nor does it apply to individuals hired under contract to the City.
E. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of the personnel system within their employing units, provided that such procedures do not conflict with the provisions of this Rule.

3.1.3 Assignment of Salary Range

A. The Seattle Human Resources Director shall determine the proper salary ranges for all job classifications compensated under the Step Progression Pay Program. This determination will be based on criteria established by the Seattle Human Resources Director, which may include but need not be limited to recruiting and retention problems, relevant labor markets, internal comparisons, and scope and complexity of assigned work. The City Council must legislate and the Seattle Human Resources Director shall publish all new titles and compensation rates.
B. The Seattle Human Resources Director may conduct a compensation review for an existing classification when the appointing authority or the position incumbent(s) in the classification provides evidence of need, or when otherwise deemed necessary by the Seattle Human Resources Director. The City Council must legislate a change to an existing classification's salary range.
C. The rate of compensation set for a position by the Seattle Human Resources Director may not be appealed.

3.1.4 Salary Step Placement for the Step Progression Pay Program

A. Initial Appointment. Employees will be placed at the first step of the salary range assigned to a classification upon initial appointment to a position in the classification, unless the appointing authority approves a salary step exception for reasons of recruiting difficulties, or because the first step creates an inequity for a potential appointee relative to his or her qualifications and current or expected compensation package.
B. Promotion. An employee who is promoted will be placed at the step in the new salary range which provides an increase closest to but not less than one salary step over the most recent step received in the previous salary range immediately preceding the promotion, not to exceed the maximum step of the new salary range. If the promotion is from a position within the classified service to an exempt position, or is from one exempt position to another, the appointing authority may grant placement at any step in the higher salary range, not to exceed the top step of the higher salary range.

   All regular straight-time hours worked in an out-of-class assignment will count toward salary step placement upon appointment to the same classification as such out-of-class assignment, provided:
   1. The out-of-class assignment ended not more than 12 months prior to the regular appointment; and
   2. The appointment is to a position compensated under the Step Progression Pay Program.
C. Reduction. When an employee is reduced for non-disciplinary reasons to a position in a classification with a lower maximum salary step, step placement will be at the step in the lower range which is closest to the step received in the higher range immediately before the reduction. Such step placement shall not result in a loss of pay unless the step the employee received before the reduction exceeds the

top step of the lower range. For purposes of calculating credit for salary step progression, all service since the last step increment in the higher range is counted, provided the reduction is from a position in the Step Progression Pay Program.

If an employee subsequently returns from non-disciplinary reduction to the former classification, the salary step placement will be to the step from which he or she was originally reduced.

D. Demotion. When an employee is demoted to a position in a classification with a lower maximum salary step, the salary step placement will be at the step of the lower range which is closest to the step most recently received in the higher salary range, not resulting in a salary increase. For purposes of calculating credit for salary step progression, all service since the last step increment in the higher range is counted, provided the demotion is from a position in the Step Progression Pay Program.

   An employee who is demoted has no right of return to his or her former classification. If he or she is subsequently appointed to the former classification as the result of a competitive selection process, salary step placement is calculated as in promotion.

E. Lateral movement. An employee who moves from one classification or job title to another classification or job title with the same salary range will be placed at the same step in the range as he or she holds immediately prior to the movement. Time served in both the old classification or title and the new classification or title will be combined for purposes of step progression, provided the lateral movement is between positions in the Step Progression Pay Program.

F. Appointment to the classified service from an exempt position. An exempt employee who does not have prior standing in the classification to which he or she is appointed shall be placed as in initial appointment unless the appointing authority approves a salary step exception. An exempt employee who returns to the classified service shall be placed as in promotion, reduction or lateral movement.

G. Salary step placement in case of reclassification will be calculated as follows:
   1. When a position is reclassified to a higher-paying classification, the incumbent's salary step placement is calculated as if the reclassification were a promotion as provided by Personnel Rule 3.1.4 (B).
   2. When a position is reclassified to a classification having the same salary range as the original classification, the incumbent's salary step placement is calculated as if the reclassification were a lateral movement as provided by Personnel Rule 3.1.4 (E).
   3. When a position is reclassified to a classification with a salary range the maximum step of which is lower than the pay rate the incumbent received immediately prior to the reclassification, and the incumbent is reduced to the new classification, he or she will receive the incumbency rate of pay with no increases or adjustments thereto, until the maximum rate of the

lower range is equal to or exceeds the incumbency rate of pay or until the employee leaves the classification, whichever is earlier.

H. When a classification reallocation results in a change to the salary range assigned to a position, and the position incumbent is appointed to the position, his or her salary step placement shall be determined as in reduction as provided by Personnel Rule 3.1.4 (C), if the new salary range is lower, or promotion as provided by Personnel Rule 3.1.4 (B), if the new salary range is higher.
I. When the number of steps in a salary range is changed, an employee in a classification affected thereby will be placed at the step of the new range that is closest to the current pay rate without a loss in pay, not to exceed the maximum step of the new range. Time served in both ranges will count toward the next salary step increment.
J. There is no retroactivity associated with an employee's change in FLSA status from hourly to salaried as a result of a classification or compensation change. No salary adjustment is owed the employee on any overtime compensation he or she was paid during the period of retroactivity. If an employee's FLSA status changes from salaried to hourly as a result of a classification or compensation change, payment is owed for any overtime worked but not compensated during the period of retroactivity.
K. If a cost of living adjustment is added to each step of a salary range, it will not affect step placement or service credit. A cost-of-living adjustment is not added to incumbency rates.
L. When an employee is in a position subject to a classification or compensation action which becomes effective on the same date as a cost-of-living adjustment is awarded, and the effect of the action is to freeze his or her pay rate, the cost-of-living adjustment will be considered as having occurred prior to the classification or compensation action.
M. When an employee is appointed to a position that is administered under a different pay program, his or her pay rate shall be determined in accordance with the rules of that pay program.

3.1.5 Salary Progression for Step Progression Pay Program

A. Employees who are appointed at the first step of a salary range will advance to the second step following 1,044 hours of regular service (the equivalent of six months full-time), excluding overtime hours worked. Employees appointed to other than the first step will advance to the next step following 2,088 hours of regular service (the equivalent of 12 months full-time), excluding overtime hours worked. Subsequent step increments to the maximum step of the range will be awarded following each additional 2,088 hours of service.
B. An increase in salary based on service shall be effective on the first day following the applicable period of service.
C. For purposes of salary progression, an employee will not be penalized for authorized unpaid absences of 45 or fewer calendar days per year, or the equivalent of 240 regular work hours for a full-time employee.

D. An individual who returns to City employment following a break in service is treated as an initial appointment for purposes of salary step placement and progression, unless the break in service was the result of a layoff and reinstatement occurs within 1 year of such layoff. An employee who is reinstated within one year of layoff from the same classification will be placed at the same salary step as he or she held immediately prior to the layoff, and the combined service will count toward the next salary step increment date.

Personnel Rule 3.2 - Accountability Pay for Executives (APEX) Pay Program

3.2.0 Authority

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-Making Authority

SMC 4.20 and subsequent revisions thereto, Compensation and Working Conditions Generally

3.2.1 Definitions

A. "Accountability Pay for Executives (APEX) Pay Program" shall mean the pay delivery system for individuals in positions assigned to Executive 1, Executive 2, Executive 3 and Executive 4.
B. "Appointing authority" shall mean the head of an employing unit, authorized by ordinance or City Charter to employ others on behalf of the City. The term includes and can be used interchangeably with department head, department director, superintendent, or chief.
C. "Compensation review" shall mean an evaluation of the pay zone assigned to a title.
D. "Executive" shall mean the title of a position assigned to the Accountability Pay for Executives (APEX) Program.
E. "Exempt employee" shall mean an at will employee who serves at the discretion of the appointing authority in a position that is exempted by State Law, the City Charter or SMC 4.13 from compliance with the provisions of the Personnel Rules or SMC Title 4 related to selection, discipline, termination or appeals of personnel actions to the Civil Service Commission.
F. "Market adjustment" shall mean an adjustment to an employee's pay rate that the appointing authority may approve in response to a structure adjustment.
G. "Pay program" shall mean a grouping of job titles that are compensated using the same pay structure and placement and progression rules.
H. "Pay zone" shall mean the span of possible pay rates defined by the minimum rate of pay and the maximum rate of pay established for Executive 1, 2, 3 and 4.
I. "Seattle Human Resources Director" shall mean the director of the Seattle Department of Human Resources or his or her designated management representative.
J. "Regularly appointed employee" shall mean an individual with an exempt, probationary or regular appointment to a position of City employment.
K. "Structure adjustment" shall mean an adjustment to the salary structure based on a labor market analysis of selected benchmark titles in the APEX Pay Program.
L. "Variable performance pay" shall mean a lump sum payment in addition to base salary, for recognition of the accomplishment of goals and work outcomes at the completion of an annual evaluation period.

3.2.2 Application of this Rule

A. This Rule applies to regularly appointed exempt employees in titles assigned to the Accountability Pay for Executives (APEX) Pay Program.
B. This Rule does not apply to employees who are represented under the terms of a collective bargaining agreement.
C. This Rule does not apply to individuals who are employed under the terms of a grant that includes compensation provisions that conflict with this Rule.
D. This Rule does not apply to individuals hired by the City on a temporary, intermittent or seasonal basis, or for a work schedule of fewer than 20 hours per week, nor does it apply to individuals hired under contract to the City.
E. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of the personnel system within their employing units, provided that such procedures do not conflict with the provisions of this Rule.

3.2.3 Assignment of Pay Zone

A. The Seattle Human Resources Director shall determine the proper pay zones for all new positions assigned to the Accountability Pay for Executives (APEX) Pay Program. This determination will be based on criteria established by the Seattle Human Resources Director, which may include but need not be limited to the position's hierarchical orientation, strategic significance and scope and impact.
B. The Seattle Human Resources Director may conduct a compensation review for an Accountability Pay for Executives (APEX) pay zone when the appointing authority or the position incumbent(s) in the pay zone provides evidence of need, or when otherwise deemed necessary by the Seattle Human Resources Director. The City Council must legislate any change to the existing Accountability Pay for Executives salary structure.
C. The pay zone set by the Seattle Human Resources Director may not be appealed.

3.2.4 Assignment to Pay Zone

The Seattle Human Resources Director shall determine the pay zone assignment for all Accountability Pay for Executives positions. The appointing authority may request that the pay zone assignment of specific positions be reviewed by the Mayor or by persons designated by the Mayor for that purpose. There shall be no further review or appeal of pay zone assignment.

3.2.5 Base Salary Determinations

A. The appointing authority shall decide each position incumbent's base salary within the pay zone to which the position is assigned. The base salary decision shall be based on the consistent application of criteria that address, as appropriate, the relative size of the job, the financial impact and the sensitivity of the position, recruiting and retention difficulties, the scope and range of subordinate

operations, and the technical expertise required to perform the job. Only the relevant criteria need be considered for each position. The appointing authority may evaluate at any time any Accountability Pay for Executives position within his or her employing unit for current or prospective base salary adjustments based on any or all of these criteria.

B. All salary placement decisions shall be documented and the documentation furnished annually to the Seattle Human Resources Director, the City Finance Director, and the City Auditor for purposes of evaluating base salary distribution and calculating annual spending limits.

3.2.6 Structure Adjustment

The Seattle Human Resources Director may recommend to City Council for approval a structure adjustment to the Accountability Pay for Executives pay zones based on a labor market analysis of selected benchmark positions. The appointing authority shall determine whether position incumbents receive a market adjustment to reflect any or all of the approved structure adjustment. No Executive may receive a base salary increase as a result of this adjustment unless his or her performance in the most recent evaluation cycle is "satisfactory" or better.

3.2.7 Variable Performance Pay

A. Employees in Accountability Pay for Executives positions are eligible for up to 8% of base salary annually as variable performance pay, subject to funding and spending limits. Variable performance pay shall be awarded by the appointing authority as a lump sum payment for exceeding targeted performance objectives. Base salary shall consist of the employee's regular rate of pay multiplied by the number of hours worked in an eligible position during the evaluation period. Any such lump sum awarded shall be considered a part of regular compensation, prorated annually, for purposes of withholding retirement contributions and calculating retirement benefits for Executives who are members of the City Employees Retirement System.

B. The appointing authority or a designated management representative will identify and communicate to the affected employee the targeted performance objectives and the individual competencies which comprise the basis for his or her appraisal and performance payment. Should either the objectives or competencies change during the course of the evaluation period, the employee shall be notified of the change and provided an opportunity to discuss with the appointing authority the change and the employee's ability to exceed the new targeted objectives given any time or resource constraints or other perceived obstacles.

C. The appointing authority or a designated management representative may use any standard evaluation methodology or combination thereof, including peer reviews, 360-degree reviews, customer or client input, and/or his or her own observations of the employee's work in the appraisal thereof, and shall explain to the employee the basis for his or her appraisal in advance of the evaluation period.

Personnel Rule 3.3 - Manager and Strategic Advisor Pay Program

3.3.0 Authority

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-Making Authority

SMC 4.20 and subsequent revisions thereto, Compensation and Working Conditions Generally

3.3.1 Definitions

A. "Allocation" shall mean the placement of a position in the appropriate classification within the classified service.
B. "Appointing authority" shall mean the head of an employing unit authorized by ordinance or City Charter to employ others on behalf of the City, or a designated management representative. The term includes and can be used interchangeably with department head, department director, superintendent or chief.
C. "Compensation review" shall mean an evaluation of the pay zone assigned to a title.
D. "Demotion" shall mean the movement of an employee from his or her current classification to a classification with a lower maximum salary rate, for cause.
E. "Exempt employee" shall mean an at will employee who serves at the discretion of the appointing authority in a position that is exempted by State law, the City Charter or SMC 4.13 from compliance with the provisions of the Personnel Rules or SMC Title 4 related to selection, discipline, termination or appeals of personnel actions to the Civil Service Commission.
F. "FLSA" shall mean the Fair Labor Standards Act, which regulates minimum wage and overtime compensation requirements.
G. "Incumbency rate of pay" shall mean the rate of pay an employee receives when his or her position has been the subject of a classification or compensation action that resulted in assignment to a pay zone with a maximum rate of pay that is lower than the rate of pay the employee received prior to the action. The incumbency rate of pay is the same as the pay rate the employee received immediately before the current classification or compensation action became effective.
H. "Lateral movement" shall mean the movement of an employee from one position to another position in the same classification or with the same pay zone.
I. "Manager" shall mean an employee who is identifiably accountable for translating City and departmental objectives into specific outcomes in the areas of policy, programs and service delivery, through effective utilization of the City's human, financial and other resources.
J. "Manager and Strategic Advisor Pay Program" shall mean the pay delivery system for individuals in positions allocated to or designated as Manager 1, 2, 3 and Strategic Advisor 1, 2, 3 and Manager 1 Exempt, Manager 2 Exempt,

Manager 3 Exempt, and Strategic Advisor 1 Exempt, Strategic Advisor 2 Exempt, Strategic Advisor 3 Exempt, respectively.

K. "Market adjustment" shall mean an adjustment to the employee's pay rate that the appointing authority may approve in response to a structure adjustment.
L. "Pay program" shall mean a grouping of job titles that are compensated using the same pay structure and placement and progression rules.
M. "Pay zone" shall mean the span of possible pay rates defined by the minimum rate of pay and the maximum rate of pay established for each Manager or Strategic Advisor classification or title.
N. "Seattle Human Resources Director" shall mean the director of the Seattle Department of Human Resources or his or her designated management representative.
O. "Promotion" shall mean an appointment to a classification or position with a higher maximum pay rate than the classification from which the employee is appointed, that occurs subsequent to an employee's initial appointment.
P. "Reduction" shall mean the non-disciplinary movement of an employee from a higher-paid classification to a lower-paid classification at the request of the employee to be reduced, or by the appointing authority of his or her designated representative, for reasons of organizational change, reduction in force, poor job match or to accommodate an injured or disabled worker.
Q. "Regularly appointed employee" shall mean an individual who has a probationary, regular or exempt appointment to a position of City employment.
R. "Salaried employee" shall mean an employee who is not covered by the FLSA who regularly receives each pay period a predetermined amount constituting all or part of compensation. This base salary cannot be reduced because of variations in the quality or quantity of work performed.
S. "Strategic advisor" shall mean an employee who serves as a key advisor to senior officials, or who makes recommendations which help shape significant City policies or programs, or who represents the City in strategic arenas, without having full accountability for managing resources to achieve specific outcomes.
T. "Structure adjustment" shall mean an adjustment to the salary structure based on a labor market analysis of selected benchmark titles in the Manager and Strategic Advisor Pay Program.
U. "Variable performance pay" shall mean a lump sum payment in addition to base salary for recognition of the accomplishment of goals and work outcomes at the completion of an annual evaluation period.

3.3.2 Application of this Rule

A. This Rule applies to regularly appointed employees in positions that are compensated under the Manager and Strategic Advisor Pay Program.
B. This Rule does not apply to employees who are represented under the terms of a collective bargaining agreement.
C. This Rule does not apply to individuals who are employed under the terms of a grant that includes compensation provisions that conflict with this Rule.

D. This Rule does not apply to individuals hired by the City on a temporary, intermittent or seasonal basis, or for a work schedule of fewer than 20 hours per week, nor does it apply to individuals hired under contract to the City.
E. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of the personnel system within their employing units, provided that such procedures do not conflict with the provisions of this Rule.

3.3.3 Assignment of Pay Zone

A. The Seattle Human Resources Director shall determine the number and structure of pay zones for the Manager and Strategic Advisor Pay Program. This determination will be based on criteria established by the Seattle Human Resources Director, which may include but need not be limited to recruiting and retention problems, relevant labor markets, internal comparisons, and scope and complexity of assigned work. The City Council must legislate and the Seattle Human Resources Director shall publish all new titles and compensation rates.
B. The Seattle Human Resources Director may conduct a compensation review for a Manager or Strategic Advisor pay zone when the appointing authority or the position incumbent(s) in the pay zone provides evidence of need, or when otherwise deemed necessary by the Seattle Human Resources Director. The City Council must legislate a change to existing pay zone parameters.
C. The pay zone set by the Seattle Human Resources Director may not be appealed.

3.3.4 Assignment to Pay Zone

The Seattle Human Resources Director shall determine the pay zone assignment for all Manager and Strategic Advisor positions.

3.3.5 Base Salary Determinations

A. The appointing authority shall decide each position incumbent's base salary within the pay zone to which the position is allocated. The salary placement decision shall be based on the consistent application of criteria that address, as appropriate, the growth or reduction of position responsibilities, recruiting or retention issues, market parity, internal alignment, and individual learning curve. Only the relevant criteria need be considered for each position. The appointing authority may evaluate at any time any Manager or Strategic Advisor position within his or her employing unit for current or prospective base salary adjustments based on any or all of these criteria.
    1. All salary placement decisions shall be documented, and such documentation must be furnished annually to the Seattle Human Resources Director, the City Finance Director, and the City Auditor, for purposes of evaluating base salary distribution and calculating annual spending limits.

2. The appointing authority shall provide, upon request of the affected employee, an opportunity for such employee to provide in writing additional information that he or she believes may affect his or her salary placement.
3. In the event that the nature, scope and complexity of duties and responsibilities assigned to a position change sufficiently that the position can no longer be compensated within the allocated pay zone, the appointing authority shall request a formal classification review of the position.

B. An employee whose current rate of pay, upon first appointment or allocation to a Manager or Strategic Advisor position, exceeds the maximum rate of pay established for the pay zone shall receive the incumbency rate of pay, with no increases or adjustments thereto, until the maximum rate of the lower pay zone is equal to or exceeds the incumbency rate of pay or until the employee leaves the classification, whichever is earlier. The incumbency rate should not be maintained if a subsequent change to the nature, scope or complexity of the assigned duties and responsibilities warrants a corresponding salary adjustment. There is no other entitlement to incumbency-rating within the Manager and Strategic Advisor Pay Program

3.3.6 Effect of Classification or Compensation Change

A. The appointing authority has the discretion to set base pay within the new pay zone for a Manager or Strategic Advisor who promotes, reduces, accepts a lateral movement, or is demoted to a position in a different Manager or Strategic Advisor Pay Zone.
B. A Manager or Strategic Advisor who promotes, reduces, accepts a lateral movement or is demoted to a position outside the Manager and Strategic Advisor Pay Program, or whose position is reclassified, reallocated or designated to a classification or title outside the Manager and Strategic Advisor Pay Program shall have his or her salary placement and wage progression governed by the rules adopted for the relevant program.
C. There is no retroactivity associated with an employee's change in FLSA status from hourly to salaried as a result of a classification or compensation change. No salary adjustment is owed the employee on any overtime compensation he or she was paid during the period of retroactivity. However, if an employee's FLSA status changes from salaried to hourly as a result of a classification or compensation change, payment is owed for any overtime worked but not compensated during the period of retroactivity.
D. The Seattle Human Resources Director may recommend to City Council for approval a structure adjustment to the Manager and Strategic Advisor pay zones based on a labor market analysis of selected benchmark positions. The appointing authority shall determine whether position incumbents receive a market adjustment to base salary to reflect any or all of the approved structure adjustment. No Manager or Strategic Advisor may receive a base salary increase

as a result of this adjustment unless his or her performance in the most recent evaluation cycle is "satisfactory" or better.

3.3.7 Variable Performance Pay

A. Employees in positions allocated to Manager or Strategic Advisor are eligible for up to 8% of base salary annually as variable performance pay, subject to funding and spending limits. Variable performance pay shall be awarded annually by the appointing authority as a lump sum payment, for exceeding targeted performance objectives. Base salary shall consist of the employee's regular rate of pay multiplied by the number of hours worked in an eligible position during the evaluation period. Any such lump sum awarded 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.
B. The appointing authority or a designated management representative will identify and communicate to the affected employee the targeted performance objectives and the individual competencies which comprise the basis for his or her appraisal and performance payment. Should either the objectives or competencies change during the course of the evaluation period, the employee shall be notified of the change and provided an opportunity to discuss with the appointing authority the change and the employee's ability to exceed the new targeted objectives given any time or resource constraints or other perceived obstacles.
C. The appointing authority or a designated management representative may use any standard evaluation methodology or combination thereof, including peer reviews, 360-degree reviews, customer or client input, and/or his or her own observations of the employee's work in the appraisal thereof, and shall explain to the employee the basis for his or her appraisal in advance of the evaluation period.

Personnel Rule 3.4 – Information Technology Professional Pay Program

3.4.0 Authority

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-making authority

SMC 4.20 and subsequent revisions thereto, Compensation and Working Conditions Generally

3.4.1 Definitions

A. "Allocation" shall mean the placement of a position in the appropriate classification within in the classified service.
B. "Appointing authority" shall mean the head of an employing unit, authorized by ordinance or City Charter to employ others on behalf of the City. The term includes and can be used interchangeably with department head, department director, superintendent or chief.
C. "Classification status" shall mean the condition of being probationary, regular or exempt in the current classification or position.
D. "Compensation review" shall mean an evaluation of the pay zone assigned to a title.
E. "Demotion" shall mean the movement of an employee from his or her current classification to a classification with a lower maximum salary rate, for cause.
F. "Exempt employee" shall mean an at will employee who serves at the discretion of the appointing authority in a position that is exempted by State law, the City Charter or SMC 4.13 from compliance with the provisions of the Personnel Rules or SMC Title 4 related to selection, discipline, termination or appeals of personnel actions to the Civil Service Commission.
G. "FLSA" shall mean the Fair Labor Standards Act, which regulates minimum wage and overtime compensation requirements.
H. "Incumbency rate of pay" shall mean the rate of pay an employee receives when his or her position has been the subject of a classification or compensation action that resulted in assignment to a pay zone with a maximum rate of pay which is lower than the rate of pay the employee received immediately before the current classification or compensation action became effective. The incumbency rate of pay is the same as the pay rate the employee received in the higher classification immediately before the action became effective.
I. "Information Technology Professional" shall mean an individual whose position is assigned work associated with the establishment of and enforcement of standards and specifications for network computer systems; or the development of computer systems applications; or the development, installation and maintenance of local area network and mainframe computer systems or server environments; or the development, installation and maintenance of telecommunications systems; or provision of user support for any such systems.

J. "Information Technology Professional Pay Program" shall mean a pay delivery system for individuals in positions allocated to Information Technology Professional A, B, or C or designated as Information Technology Professional A Exempt, B Exempt or C Exempt.
K. "Lateral movement" shall mean the movement of an employee from one position to another position in the same classification or with the same pay zone.
L. "Market adjustment" shall mean an adjustment to the employee's pay rate that the appointing authority may approve in response to a structure adjustment.
M. "Pay program" shall mean a grouping of job titles that are compensated using the same pay structure and placement and progression rules.
N. "Pay zone" shall mean the span of possible pay rates defined by the minimum rate of pay and the maximum rate of pay established for each Information Technology Professional class or title.
O. "Premium" shall mean a pay adjustment of up to 25% above the maximum pay rate of the pay zone established for Information Technology Professional A that is granted in recognition of technical skills that are in high demand and limited supply.
P. "Seattle Human Resources Director" shall mean the director of the Seattle Department of Human Resources or his or her designated management representative.
Q. "Promotion" shall mean an appointment to a classification or position with a higher maximum pay rate than the classification from which the employee is appointed, that occurs subsequent to an employee's initial appointment.
R. "Reduction" shall mean the non-disciplinary movement of an employee from a higher-paid classification to a lower-paid classification at the request of the employee to be reduced, or by the appointing authority of his or her designated representative, for reasons of organizational change, reduction in force, poor job match or to accommodate an injured or disabled worker.
S. "Regularly appointed employee" shall mean an individual who has a probationary, regular or exempt appointment to a position of City employment.
T. "Salaried employee" shall mean an employee who is not covered by the overtime provisions of the Fair Labor Standards Act who regularly receives each pay period a predetermined amount constituting all or part of compensation. This base salary cannot be reduced because of variations in the quality or quantity of work performed.
U. "Structure adjustment" shall mean an adjustment to the salary structure based on a labor market analysis of selected benchmark titles in the Information Technology Professional Pay Program.

3.4.2 Application of this Rule

A. This Rule applies to regularly appointed employees in positions that are compensated under the Information Technology Professional Pay Program.
B. For regularly appointed employees who are represented under the terms of a collective bargaining agreement, this Rule prevails except where it conflicts with the collective bargaining agreement, any memoranda of agreement or

understanding signed pursuant to the collective bargaining agreement, or any recognized and established practice relative to the members of the bargaining unit.

C. This Rule does not apply to individuals who are employed under the terms of a grant that includes compensation provisions that conflict with this Rule.
D. This Rule does not apply to individuals hired by the City on a temporary, intermittent or seasonal basis, or for a work schedule of fewer than 20 hours per week, nor does it apply to individuals hired under contract to the City.
E. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of the personnel system within their employing units, provided that such procedures do not conflict with the provisions of this Rule.

3.4.3 Assignment of Pay Zone

A. The Seattle Human Resources Director shall determine the number and structure of pay zones for the Information Technology Professional Pay Program. This determination will be based on criteria established by the Seattle Human Resources Director, which may include but need not be limited to recruiting and retention problems, relevant labor markets, internal comparisons, and scope and complexity of assigned work. The City Council must legislate and the Seattle Human Resources Director shall publish all new titles and compensation rates.
B. The Seattle Human Resources Director may conduct a compensation review for an Information Technology Professional Pay Program pay zone when the appointing authority or the position incumbent(s) in the pay zone provides evidence of need, or when otherwise deemed necessary by the Seattle Human Resources Director. The City Council must legislate a change to existing pay zone parameters.
C. The pay zone set by the Seattle Human Resources Director may not be appealed.

3.4.4 Assignment to Pay Zone

The Seattle Human Resources Director shall determine the pay zone assignment for all Information Technology Professional positions.

3.4.5 Base Salary Determination**s**

A. The appointing authority shall recommend base salary rates for employees in Information Technology Professional Pay Program positions. Base salary rates cannot exceed the maximum pay rate of the relevant pay zone. The base salary determination shall be based on consistent application of criteria that address, as appropriate, the growth or reduction of position responsibilities, recruiting or retention issues, market parity, internal alignment, and individual learning curve. Only the relevant criteria need be considered for each position. The appointing authority may evaluate at any time any Information Technology Professional position within his or her employing unit for current or prospective base salary adjustments based on any or all of these criteria. Prior to implementing a base

salary recommendation, the appointing authority must obtain the approval of the Seattle Human Resources Director.

B. The appointing authority may submit a recommendation to the Information Technology Compensation Committee, consisting of the City's Chief Technology Officer and Seattle Human Resources Director or their designated representatives and other management representatives, to award to any employee in an Information Technology Professional A position a premium not to exceed 125% of the maximum pay rate of the pay zone. The Seattle Human Resources Director shall have final authority to approve or deny a premium recommendation.
    1. The premium shall be in recognition of technical skills that are unusually rare in the relevant labor pools and for which the City has a current need.
    2. The premium will be withdrawn when the value to the City of the skill(s) it recognizes diminishes. There is no incumbency rating associated with the withdrawal of the premium.
    3. Application or withdrawal of the premium may affect the position incumbent's classification status.

C. In the event that the nature, scope and complexity of duties and responsibilities assigned to a position change sufficiently that the position can no longer be compensated within the allocated pay zone, the appointing authority promptly shall request a formal classification review of the position.

D. An employee whose current rate of pay upon first appointment or allocation to Information Technology Professional exceeds the maximum rate of pay established for the pay zone shall receive the incumbency rate of pay, with no increases or adjustments thereto, until the maximum rate of the lower pay zone is equal to or exceeds the incumbency rate of pay or until the employee leaves the classification, whichever is earlier. The incumbency rate shall be maintained only as long as the duties assigned are commensurate with the rate of pay.

3.4.6 Effect of Classification or Compensation Change

A. The appointing authority may set base pay within the new pay zone for an Information Technology Professional who promotes, reduces, accepts a lateral movement, or is demoted to a position in a different Information Technology Professional pay zone, as provided by Rule 3.4.5 (A).

B. An Information Technology Professional who promotes, reduces, accepts a lateral movement or is demoted to a position outside the Information Technology Professional Pay Program, or whose position is reclassified or reallocated to a classification or title outside the Information Technology Professional Pay Program, shall have his or her salary placement and wage progression governed by the rules of the relevant compensation program.

C. There is no retroactivity associated with an employee's change in FLSA status from hourly to salaried as a result of a classification or compensation change. No salary adjustment is owed the employee on any overtime compensation he or she was paid during the period of retroactivity. However, if an employee's FLSA status changes from salaried to hourly as a result of a classification or

compensation change, payment is owed for any overtime worked but not compensated during the period of retroactivity.

D. The Seattle Human Resources Director shall conduct a labor market analysis of selected Information Technology Professional Pay Program benchmark positions as needed, but no less frequently than once every two years. On the basis of this analysis, the Seattle Human Resources Director annually shall recommend to City Council for approval an adjustment to each of the Information Technology Professional pay zones. Position incumbents will receive an adjustment to base salary unless their base salaries exceed the maximum of the pay zone to which their position is allocated or assigned, except that no Information Technology Professional may receive a base salary increase as a result of this structure adjustment unless his or her performance in the most recent evaluation cycle is "satisfactory" or better.

Personnel Rule 3.5 – Out-of-Class Assignments

3.5.0 Authority

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-making authority

SMC 4.20.300 and subsequent revisions thereto, Payment for performance of out-of-class and limited term assignment duties

3.5.1 Application of this Rule

A. The provisions of this subchapter shall be applied to employees of the Seattle Municipal Court except where they conflict with any policy promulgated by the Court and/or General Court Rule 29.

3.5.2 Out-of-Class Policy

A. The appointing authority or designed management representative may temporarily assign to an employee the duties of a higher-paying position or classification in order to continue or complete essential public services, and to compensate such employee for the performance thereof.
B. Reasons for out-of-class assignments include the absence of the employee who would normally perform those duties, a position vacancy, peak workload periods, and completion of special projects.
C. An employee assigned to perform the duties of a higher-paid position on an out-of-class basis must meet the documented minimum qualifications of the higher classification or position. Such employee must also have demonstrated or be able to demonstrate the ability to perform the normal duties of the position.
D. The City supports employee development through opportunities to work out-of-class. However, the appointing authority or designed management representative has the discretion to approve, or not approve the assignment and/or the appointment based on business need.
E. Out-of-class assignments are intended to help departments meet business needs and ensure the uninterrupted performance of essential public service. However, the City recognizes that out-of-class assignments can provide employees an opportunity to expand upon their work experience for career growth and upward mobility. Therefore, managers are encouraged to rotate out-of-class assignments within a work unit or division where practical.

3.5.3 Long Term Continuous Out-of-Class Assignments Beyond 90 Days

A. This subsection does not apply to Civil Service exempt positions for which out-of-class assignments are being created.

B. To help ensure that employees have meaningful opportunities to gain access to out-of-class assignments, continuous out-of-class assignments reasonably expected to last beyond 90 days shall be advertised for a minimum of five business days.
C. The department shall determine whether to advertise the assignment within the originating work unit, division or department first, before broadening the search to other city departments. This determination should be based on business need and whether there are qualified internal applicants.
D. All advertisements shall be distributed or posted in a manner reasonably accessible to the employees. If a department determines to broaden its search to other city departments, then the department shall advertise the opportunity as an out-of-class assignment on the City's Opportunity for Advancement system.
E. The advertisement must minimally contain:
    1. The estimated duration of the assignment, along with the expected start and end date,
    2. A description of the work to be performed in the assignment,
    3. The minimum qualifications for the assignment,
    4. The desired resume/reference materials or statement of interest, and
    5. The deadline for submission of materials.
F. The department must inform interested candidates of the selection decision and if requested, provide feedback.

3.5.4 Compensation for Out-of-Class Assignments

A. When the out-of-class assignment is to a title in the Step Progression Pay Program, the employee shall receive the step associated with the higher-paying title which provides an increase closest to but not less than the equivalent of 1 salary step over the employee's primary rate of pay, not to exceed the maximum pay rate of the higher-paying title, while performing out-of-class duties.
B. When the out-of-class assignment is to a title in a discretionary pay program, the employee shall be paid using the out-of-class job codes and pay structures established for the program. The appointing authority or designed management representative may approve a pay increase larger than 4% when a higher pay rate is appropriate for the duties assigned.
C. The appointing authority or designed management representative may assign to an employee whose position is compensated under a discretionary pay program duties associated with another position in the same pay zone, and may temporarily adjust such employee's salary in accordance with the base salary-setting rules associated with that program.
D. With the exception of sick leave, an employee is not eligible for payment at the out-of-class rate of pay for hours on regular pay status but not worked (e.g., vacation or holidays); however, such hours shall not be deemed to have interrupted a "continuous out-of-class assignment". Employees who use sick leave to cover an absence while assigned to work out-of-class shall be paid for such absences at their out-of-class rate of pay.

E. An employee whose position is assigned to the Step Progression Pay Program who is paid at the out-of-class rate shall receive credit for step advancement in the out-of-class title as follows:
    1. One step increase, or the equivalent thereof, not to exceed the maximum pay rate of the higher-paying title, after each 2088 cumulative straight-time hours of actual service in the out-of-class title, unless the employee has, within the previous 12 months, received a pay increase in the out-of-class assignment as a result of step progression in their primary position.
    2. An additional step increase for each 2088 cumulative straight-time hours of actual service in the higher-paying title, not to exceed the maximum pay rate of the higher-paying title.
F. An hourly employee who works out-of-class in a salaried title shall earn 1 day of executive leave for every 520 cumulative hours worked in such position or positions. The appointing authority or designed management representative may approve up to 6 days of merit leave per year for an hourly employee who works out-of-class in a salaried position, regardless of the length of such assignment(s). An hourly employee working out-of-class in a salaried title is not eligible for overtime compensation, regardless of whether the duties performed after the overtime threshold is passed are associated with an hourly or salaried title.
G. An employee who is assigned out-of-class to a title in a compensation program that provides for performance payments is not eligible for participation in the performance pay program.
H. A salaried employee who works out-of-class in an hourly position shall be eligible for overtime compensation for hours worked beyond 40 in a workweek.

3.5.5 Out-of-Class Thresholds

A. Hourly employees assigned to work out-of-class must perform the duties of a higher-paying position for a minimum of 4 consecutive hours to be eligible for payment at the higher rate.
B. Salaried employees on an out-of-class assignment must perform the duties of a higher-paying position for a minimum of 2 consecutive work weeks to be eligible for compensation for the higher-paying duties.
C. Out-of-class assignments are limited to 6 months, unless extended by the department head. Out-of-class assignments of non-represented employees to positions represented under the terms of a collective bargaining agreement are subject to any out-of-class assignment limitation and extension provisions of the agreement.

3.5.6 Classification

A. Upon receipt of a classification determination report signed by the Seattle Human Resources Director which upgrades a position to an existing title, the appointing authority or designed management representative shall use an out-of-class assignment as a mechanism to pay the position incumbent at the proper rate pending implementation of the classification action. The employee should be

treated as though the employee was appointed on the classification effective date for purposes of salary step placement, if applicable, and payment for authorized leave. Out-of-class payment under this Rule is authorized only upon receipt of a signed classification determination.

B. Assignment of higher-paying duties on an out-of-class basis will not obligate the Seattle Human Resources Director's classification or compensation decisions.

Personnel Rule 3.6 – Overtime Compensation

3.6.0 Authority

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-making authority

SMC 4.20.230 and subsequent revisions thereto, Overtime work defined

SMC 4.20.240 and subsequent revisions thereto, Overtime work—When authorized

SMC 4.20.250 and subsequent revisions thereto, Overtime work—Rates of pay

SMC 4.20.280 and subsequent revisions thereto, Compensatory time off in lieu of overtime pay

SMC 4.20.315 and subsequent revisions thereto, Overtime for eligible professional, administrative and executive employees

SMC 4.20.325 and subsequent revisions thereto, Overtime-related meal compensation

RCW 49.46.130 Minimum rate of compensation for employment in excess of forty hour work week—Exceptions

Fair Labor Standards Act of 1938 as amended, 29 USC 201 through 219

3.6.1 Definitions

A. "Appointing authority" shall mean the head of an employing unit authorized by ordinance or City Charter to employ others on behalf of the City, or a designated management representative. The term includes and can be used interchangeably with department head, department director, superintendent, and chief.
B. "Call back" shall mean the return of an employee at the direction of his or her appointing authority or designated management representative after the employee has left the worksite for the day, in order to perform an overtime assignment.
C. "Compensatory time off" shall mean time off in lieu of overtime wages, earned at the same rate as overtime wages would be.
D. "Extraordinary overtime" shall mean unplanned and/or unscheduled work necessitated by fire, flood, or danger to life or property; or work so urgently necessary that its nonperformance will cause serious loss or damage to the City.
E. "FLSA" shall mean the Fair Labor Standards Act, which regulates minimum wage and overtime compensation requirements.
F. "Hourly employee" shall mean an employee who is compensated on an hourly basis for each hour of work performed, including time worked beyond 40 hours in a workweek.

G. "Ordinary overtime" shall mean all overtime work that is not by definition “extraordinary overtime.”
H. "Overtime" shall mean hours worked over and above the overtime threshold.
I. “Overtime threshold” shall mean a combined total of 40 straight-time hours of work and/or paid leave, per workweek. Hours worked beyond the overtime threshold must be compensated at the appropriate overtime rate of pay.
J. "Regular rate of pay" shall mean an overtime rate of pay equivalent to an employee's total straight-time pay for one workweek divided by 40.
K. “Workweek” shall mean a designated block of 168 hours within which an employee’s work schedule is contained.

3.6.2 Application of this Rule

A. The provisions of this Rule apply to regularly appointed employees whose titles are identified as not ineligible for overtime compensation in the City's Salary Schedule and Compensation Plan.
B. For regularly appointed employees who are represented under the terms of a collective bargaining agreement, this Rule prevails except where it conflicts with the collective bargaining agreement, any memoranda of agreement or understanding signed pursuant to the collective bargaining agreement, or any recognized and established practice relative to the members of the bargaining unit. These individuals are subject to all applicable federal, state and City laws.
C. This Rule does not apply to individuals who are employed under the terms of a grant that includes compensation provisions that conflict with this Rule.
D. This Rule does not apply to individuals hired by the City on a temporary, intermittent or seasonal basis, or for a work schedule of fewer than 20 hours per week, nor does it apply to individuals hired under contract to the City. Federal, state and local laws regarding overtime provisions may apply, however.
E. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of the personnel system within their employing units, provided that such procedures do not conflict with the provisions of this Rule.

3.6.3 Authorization

Overtime work must be assigned. Only the appointing authority or a designated management representative shall authorize employees to work more than 40 hours in a workweek. Employees who work more hours than they are regularly scheduled to work without authorization may be subject to disciplinary action.

3.6.4 Rate of Compensation

A. Ordinary overtime.
   Hourly employees will be compensated at the rate of 1½ times their regular rate of pay for all hours and fractions of hours worked beyond the overtime threshold in a workweek for ordinary overtime.

B. Extraordinary overtime.
   Hourly employees will be compensated at the rate of 2 times their regular rate of pay for all hours and fractions of hours worked beyond the overtime threshold in a workweek for extraordinary overtime.
C. Regular rate.
   The overtime rate for an hourly employee who receives straight-time compensation at 2 or more pay rates during a workweek shall be calculated based on his or her regular rate of pay.
D. Call back.
   When an hourly employee is called back to work after the end of his or her normal workday or on a scheduled day off, the minimum compensation shall be for 2 hours.
E. Holiday pay.
   1. An hourly employee whose normal work schedule does not include work on an officially recognized holiday but who is required to work on the holiday shall receive his or her straight-time rate of pay for the holiday. In addition, the employee shall receive 2 times his or her straight-time rate of pay for hours worked on the holiday.
   2. An hourly employee whose normal work schedule includes work on an officially recognized holiday shall receive his or her straight-time rate of pay for the holiday. In addition, he or she shall receive 1 ½ times his or her straight-time rate of pay for hours worked on the holiday.
   3. An hourly employee who works on an officially recognized holiday may, at the discretion of the appointing authority or designated management representative, take another day off in lieu of the holiday, as long as such day off falls during the same workweek as the holiday. The hours worked on the holiday shall be compensated at the employee's straight-time rate of pay except that any hours over the overtime threshold shall be paid at the proper overtime rate of pay.

3.6.5 Compensatory Time Off

By mutual agreement of the affected employee and the appointing authority or designated management representative, an hourly employee may choose to receive compensatory time off in lieu of wages for overtime hours worked. An employee's use of compensatory time off requires his or her supervisor's approval.

A. Compensatory time off shall be earned at the same rate as overtime wages; e.g., 1 ½ hours of compensatory time off for each hour of ordinary overtime worked. Compensatory time off shall be paid at the rate at which it was earned or at the rate in effect at the time the employee takes the time off, whichever is higher.
B. An employee may request, and the appointing authority or designated management representative must approve, cash-out of any or all of his or her compensatory time balance at any time.
C. The FLSA provides that an hourly employee may not accumulate more than 240 hours of compensatory time off. The appointing authority may establish such

lower accumulation threshold as the business needs of his or her employing unit may require.

D. Compensatory time off balances must be cashed out upon separation. At the discretion of the appointing authority, an employing unit is not required to allow an employee who is appointed from another employing unit to transfer his or her compensatory time off balance. The employing unit in which the employee accumulated the balance shall cash it out as provided in Rule 3.6.5 (A).

E. An hourly employee who is appointed, or his or her position reclassified, to a salaried position may, at the discretion of the appointing authority, retain and use his or her compensatory time balance for 12 months following such action.

3.6.6 Overtime Meal Compensation

A. Eligibility.
A full-time hourly employee who is assigned to work for a minimum of 2 hours beyond his or her normal workday, or is assigned to work on a regular day off for a reasonably continuous period of time equivalent to the length of his or her normal workday, shall be compensated for 1 meal. A part-time employee who is assigned to work for a minimum of 10 hours on a normal workday, or is assigned to work for 8 hours or longer on a regular day off, shall be compensated for 1 meal. The meal must be purchased during the overtime assignment, or within a reasonable period of time following the end of the assignment.

B. Reimbursement.
If the employee purchases the meal, he or she must provide a receipt to his or her supervisor no later than the beginning of the next regular workday to be reimbursed therefor. Reimbursement for a meal, including tip but excluding alcoholic beverages, shall not exceed the cost for such meal as set by the City's Finance Director. If the employee is unable to provide a receipt for the meal, he or she shall be eligible for compensation of $5 per authorized meal.

Personnel Rule 3.7 – Executive and Merit Leaves

3.7.0 Authority

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-making authority

SMC 4.20.320 and subsequent revisions thereto, Executive Leave for Eligible Employees

3.7.1 Definitions

A. "Appointing authority" shall mean the head of an employing unit, authorized by ordinance or City Charter to employ others on behalf of the City. The term includes and can be used interchangeably with department head, department director, superintendent, and chief.
B. "Days" shall mean work days.
C. "Eligible salaried employee" shall mean an employee who is regularly appointed to a position that has a maximum pay rate equal to or greater than the top step of salary range 36.5, or who is regularly appointed to a title in the Accountability Pay for Executives or Manager and Strategic Advisor compensation programs regardless of pay rate, with the following exceptions:
    1. If any classification in a class series within the Step Progression Compensation Program has a maximum pay rate less than the top step of salary range 36.5, then all employees in positions allocated to classifications in the series up to and including the "senior" level are ineligible;
    2. All employees appointed to positions allocated to the following classifications:
    a. Generation Supervisor
        b. Power Supply Engineer
        c. Water Maintenance Supervisor
        d. Water Pipe District Supervisor
        e. Water Quality Lab Supervisor
        f. Water Transmission Supervisor
        g. Water Treatment Supervisor

Employees who are not covered by or are otherwise exempt from the overtime provisions of the Fair Labor Standards Act and who work in the Executive, Legislative and Law Departments and the Municipal Court.
All appointing authorities who receive vacation allowance pursuant to SMC Section 4.34.030.

D. "Executive leave" shall mean annual paid leave that is granted to an eligible salaried employee.
E. "FLSA" shall mean the Fair Labor Standards Act, which regulates minimum wage and overtime compensation requirements.

F. "Hourly employee" shall mean an employee who is compensated on an hourly basis for each hour of work performed, including time worked beyond 40 hours in a workweek.
G. "Merit leave" shall mean annual paid leave that is awarded to an eligible salaried employee in recognition of his or her exceptional job performance.
H. "Regularly appointed employee" shall mean an employee who has an exempt, probationary or regular appointment to a position of City employment.

3.7.2 Application of this Rule

A. This Rule applies to eligible salaried employees.
B. This Rule does not apply to employees who are represented under the terms of a collective bargaining agreement.
C. This Rule does not apply to individuals who are employed under the terms of a grant that includes compensation provisions that conflict with this Rule.
D. This Rule does not apply to individuals hired by the City on a temporary, intermittent or seasonal basis, or for a work schedule of fewer than 20 hours per week, nor does it apply to individuals hired under contract to the City.
E. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of the personnel system within their employing units, provided that such procedures do not conflict with the provisions of this Rule.

3.7.3 Executive Leave

A. Eligible salaried employees shall receive 4 days, the equivalent of 32 hours, of paid executive leave annually. Executive leave is prorated for an employee who becomes eligible following the first full pay period in January, at the rate of 1 day of executive leave for each calendar quarter that the employee is in an eligible title during the first full pay period of the quarter.
B. Executive leave must be used in increments of not less than 1 day. Executive leave cannot be cashed out or carried over from year to year.
C. Eligible salaried employees who work part-time schedules shall receive executive leave days proportionate to their work schedules and must use executive leave in increments that are equivalent in length to their normal work days.

3.7.4 Merit Leave

A. The appointing authority may award eligible salaried employees a maximum of 6 days of paid merit leave annually in recognition of exceptional job performance. An eligible salaried employee may be granted up to the full 6 days of merit leave regardless of his or her length of service in an eligible position.
B. Merit leave shall be awarded in December in recognition of the current year's performance. Eligible salaried employees may use the current year's award beginning in January of the year following the year for which the merit leave was awarded.

C. Merit leave must be used in increments of not less than 1 day. Merit leave cannot be cashed out or carried over from year to year.
D. An eligible salaried employee who is authorized to work less than full-time shall be eligible to receive a pro-rated award of merit leave based on the number of hours he or she is authorized to work, by budget authority or by his or her supervisor, during the calendar year for which the award is made.
E. Eligible salaried employees who have been suspended or demoted shall not receive merit leave for the year in which such disciplinary action was imposed.

3.7.5 Occasional Absences of Less than Four Hours

Eligible salaried employees shall fulfill their professional responsibilities with no expectation of overtime compensation. The appointing authority shall allow them discretion in structuring their workday to ensure that they can fulfill those responsibilities. Eligible salaried employees shall not be required to use their paid leave balances for occasional absences of four hours or less during a work day, and shall be paid their regular salaries despite such absences. Eligible salaried employees shall notify their supervisors in advance of such absences and shall schedule such absences to cause the least impact on their work units. Such absences shall not interfere with the employee's ability to produce his or her expected work outcomes.

3.7.6 Movement between Hourly and Salaried Positions

A. An employee who becomes an eligible salaried employee by virtue of a subsequent appointment shall be awarded executive leave in accordance with Rule 3.7.3 A. He or she shall be eligible for consideration for up to 6 days of merit leave regardless of the date of the subsequent appointment.
B. An employee who becomes an eligible salaried employee by virtue of a classification or compensation change shall continue to receive overtime compensation for hours worked over 40 in a work week until the date that an official notification of the classification or compensation change is transmitted by the Seattle Human Resources Director. If such classification or compensation change is retroactive, there is no retroactivity associated with the change to eligible salaried employee. The employee does not receive a retroactive executive or merit leave adjustment and is not required to repay overtime compensation received for the period of retroactivity. An employee may retain a compensatory time balance for 12 months following the effective date of a change from hourly to eligible salaried employee with the approval of his or her appointing authority.
C. A salaried employee who becomes an hourly employee may retain and use any unused executive and merit leave balances through the end of the calendar year in which the change to hourly occurs.

Personnel Rule 3.8 – Standby Pay

3.8.0 Authority

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-Making Authority

SMC 4.21 and subsequent revisions thereto, Standby Duty

3.8.1 Application of this Rule

A. This Rule applies to regularly appointed employees whose titles are identified as not ineligible for overtime compensation in the City's Salary Schedule and Compensation Plan.
B. The provisions of this subchapter shall be applied to employees of the Seattle Municipal Court except where they conflict with any policy promulgated by the Court and/or General Court Rule 29.

3.8.2 Standby Pay

A. The appointing authority or designated management representative may assign and compensate hourly employees to perform standby duty based upon reasonable criteria which include the likelihood of the occurrence of an off-hours emergency, the nature of the potential emergency, and the consequences of delaying response to the emergency until normal working hours. Salaried employees may be assigned standby duty but do not receive extra compensation for the assignment.
B. An employee who is assigned standby duty must remain available to be contacted by the employing unit in the event of an emergency, and must be able to respond, by telephone within 15 minutes, or in person within a timeframe established by the appointing authority or designated management representative, of being contacted.
C. An hourly employee who is assigned to remain on standby to perform the duties of their class will receive 10% of such employee’s regular straight-time hourly pay rate for each hour on standby duty.
D. An hourly employee who is assigned to remain on standby to perform the duties of another class will be paid 10% of the regular straight-time hourly rate of pay for each hour on standby duty as follows:
    1. If the employee's regular straight-time rate of pay is within the salary range or pay zone of the other class, standby pay will be calculated on the employee’s actual rate of pay.
    2. If the employee's regular straight-time rate of pay is higher than the maximum rate of the salary range or pay zone of the other class, the employee will receive 10% of the top step of the salary range or pay zone of the class in which the employee is assigned standby duty.

3. If the employee's regular straight-time rate of pay is lower than the minimum rate of the salary range or pay zone of the other class, the employee will receive 10% of the first step of the salary range of the class in which the employee is assigned standby duty.

E. When an hourly employee assigned to standby duty responds to an emergency or other problem for which the employee was called, standby pay will be discontinued and overtime or regular pay will commence upon arrival at the work site, as defined by the appointing authority or designated management representative.

F. The appointing authority or designated management representative shall maintain standby duty schedules so that affected employees have adequate notice of when they are scheduled for assignment to standby duty.

G. Employees may use sick leave to cover pay for scheduled standby duties missed for eligible sick leave reasons. Employees who choose to so use sick leave shall have 0.1 of an hour of leave deducted from their available sick leave balances for every hour of missed scheduled standby pay covered.

Personnel Rule 3.9 -Compensation Conditions for Inclement Weather and Disaster Response

3.9.0 Authority

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-Making Authority

SMC 10.02.090 and subsequent revisions thereto, Seattle Human Resources Director to register employees and volunteers

Executive Order on Inclement Weather—Compensation, revised 12/07/98

Citywide Emergency Management Policy, dated 12/23/96

WAC 118-04 Emergency Worker Program

RCW 38.52 Emergency Management

3.9.1 Definitions

A. "Adjusted work schedule" shall mean a temporary change to an hourly employee's schedule to permit him or her to make up work hours missed on one or more days during a workweek by working additional hours on other days during the same workweek, without incurring an overtime obligation.
B. "Appointing authority" shall mean the head of an employing unit authorized by ordinance or City Charter to employ others on behalf of the City, or a designated management representative. The term includes and can be used interchangeably with department head, department director, superintendent or chief.
C. "Disaster Readiness and Response Plan" shall mean the Citywide plan that encompasses the policies, information and guidance used by City officials for making operational decisions to increase Seattle's ability to deliver timely and efficient emergency services.
D. "Emergency Operations Center" shall mean a central command center used by City officials and other support agencies to provide a coordinated response to major emergencies and disasters.
E. "Essential personnel" shall mean those employees designated by management as such because their work directly supports efforts to maintain or restore public safety and include, but may not be limited to, utility workers, roadway maintenance workers, police officers and firefighters.
F. "Hourly employee" shall mean an employee who is compensated on an hourly basis for each hour of work performed, including time worked beyond 40 hours in a work week.
G. "Inclement weather" shall mean severe weather that is accompanied by 1 or more of the following: public school closures, interruption of transit service, blockading

of streets, significant power outages, an air quality index value of 151-2 (red) as measured by the Puget Sound Clean Air Agency, and/or a mayoral proclamation of the closure or delayed opening of City offices and shops.

H. "Mutual aid agreement" shall mean a formal agreement between the City and another political entity or agency providing for the temporary utilization by one jurisdiction of employees from the other jurisdiction for emergency response purposes.

I. "Regularly appointed employee" shall mean an individual with an exempt, probationary or regular appointment to a position of City employment.

3.9.2 Application of this Rule

A. This Rule applies to regularly appointed employees.

B. For regularly appointed employees who are represented under the terms of a collective bargaining agreement, this Rule prevails except where it conflicts with the collective bargaining agreement, any memoranda of agreement or understanding signed pursuant to the collective bargaining agreement, or any recognized and established practice relative to the members of the collective bargaining agreement.

C. This Rule does not apply to individuals who are employed under the terms of a grant that includes compensation provisions that are inconsistent with this Rule.

D. This Rule does not apply to individuals hired by the City on a temporary, intermittent or seasonable basis, or for a work schedule of fewer than 20 hours per week, nor does it apply to individuals hired under contract to the City. These individuals are subject to all applicable federal, state and City laws.

E. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of the personnel system within their employing units, provided that such procedures do not conflict with the provisions of this Rule.

3.9.3 Compensation Conditions for Inclement Weather

A. When inclement weather does not warrant a Mayoral proclamation of office closure or delayed opening, but individual employees decide not to report to work due to their own safety concerns, transportation problems or dependent care issues, the following compensation conditions shall apply:

    1. Employees must notify their supervisors as soon as possible of their decision not to report to work.
    2. Time loss incurred by an employee due to inclement weather may be charged against vacation, compensatory time, personal holidays, other appropriate leave balances, or time off without pay. Sick leave may only be used by an employee for a qualifying reason under Personnel Rule 7.7.4 E.
    3. At his or her supervisor's discretion, an hourly employee may make up lost time through an adjusted work schedule, but under no circumstances shall this result in the employee becoming eligible for overtime compensation.

B. In the event the Mayor declares that City offices and shops are closed, or office and shop openings are delayed, due to inclement weather, the following compensation conditions shall apply:
    1. Those employees who have been designated by management as essential personnel shall report to their work sites according to the work schedules established for them. They shall be paid for hours worked as provided by the governing ordinance, rule or collective bargaining agreement.
    2. The purpose of closing City offices or delaying their opening is to allow essential personnel to perform their tasks without the unnecessary interruption of traffic and resulting risk to public safety. Therefore, employees who have not been designated as essential personnel shall not report to work, whether or not they are able to do so, as long as City offices are designated as closed. Their time loss may be covered by vacation, compensatory time, personal holidays, other appropriate leave balances, or time off without pay. Sick leave may only be used by an employee for a qualifying reason under Personnel Rule 7.7.4 E.
    3. In the event of a delayed opening of a City office or shop, employees should not attempt to arrive at work significantly in advance of the announced opening time, in order to allow essential personnel to perform their jobs. Employees will be paid from the time of the official opening, or from the time they arrive at work, whichever is later, until their departure. The difference between what they are paid for the delayed opening day and their regular wages may be charged against vacation or other appropriate paid leave balances, may be unpaid or, with their supervisor's approval, may be made up by an adjusted work week during the remainder of the work week in which the delayed opening occurs.
    4. The Mayor's Office will make every attempt to announce a City closure or delayed opening as far in advance as possible. When notification occurs less than 4 hours prior to an employee's normal start time and the employee, as a direct result of such short notice, arrives at his or her work location and chooses to remain and work, he or she must locate a management representative onsite. The management representative may authorize the employee to perform work if he or she reasonably determines that there are appropriate duties to assign to the employee. The work assigned must not interfere with essential personnel performing their jobs. In addition, this provision notwithstanding, employees who have not been identified as essential for purposes of this Rule are expected not to report to work in the event of a closure or delayed opening.

C. When inclement weather or other emergency conditions (e.g., power outage, flooding, etc.) require the early closure of a City office or work site, supervisors shall determine whether employees can be redeployed to other City facilities to complete their workday. If employees must be sent home early, they shall receive their regular wages for the portion of the workday completed. The remainder of the workday may be charged against appropriate paid leave balances or may be unpaid at the employee's discretion. If at all possible, supervisors shall permit

employees to make up lost time provided they can do so without incurring an overtime obligation.

3.9.4 Compensation Conditions for Disaster Response

In the event of a major emergency or disaster requiring the activation of the City of Seattle's Disaster Readiness and Response Plan and Emergency Operations Center (EOC), City employees may or may not be required to carry out normal job duties or pre-assigned emergency response tasks. In some cases City employees may be called into service to work in jobs and in locations other than where they are normally assigned. Some City employees may serve as emergency workers on a volunteer basis with another city or municipality. In the event of an emergency or disaster requiring the activation of the Disaster Readiness and Response Plan and the Emergency Operations Center, employees shall be compensated as follows:

A. Employees who report to their regular work locations to perform their normal tasks as instructed shall receive their regular rate of pay while so engaged.
B. Employees who report to their regular or another work location to perform pre-assigned tasks in accordance with their department's emergency operations plan shall receive their regular rate of pay while so engaged, or may be eligible for out-of-class pay as determined by the appointing authority.
C. Employees who cannot report to their regular or emergency work location, but who obtain approval from a designated management representative to perform tasks for another agency or jurisdiction with which the City has a mutual aid agreement shall receive their regular rate of pay while so engaged, or may be eligible for out-of-class pay as determined by the appointing authority.
D. Employees who cannot report to their regular or emergency work location, nor to an agency or jurisdiction with which the City has a mutual aid agreement, may serve as volunteers for another agency or jurisdiction and may be eligible for compensation under Washington State's Emergency Worker laws.
E. City employees who choose not to report to work in circumstances contemplated by this Rule shall charge their time loss against appropriate paid leave balances or may be unpaid at the employee's discretion. Sick leave may only be used by an employee for a qualifying reason under Personnel Rule 7.7.4 E.
F. Regularly appointed employees who are released from work or who are instructed not to report for work in circumstances contemplated by this Rule shall have their time loss covered as determined by the Mayor under the authority granted to him or her by State law. The Mayor's decision to provide full or partial regular compensation to employees who are released from work or who are instructed not to report to work may include consideration of some or all of the following criteria:
    1. The length of time that employees are directed not to report for work;
    2. The City's ability to reschedule work and/or relocate employees so that they may make up missed work time within the appropriate work week, if hourly, or pay period, if salaried;

3. Whether or not employee layoffs are likely as a direct result of the emergency or disaster;
4. The City's ability to pay;
5. Other factors as appropriate.

G. An employee who is on scheduled and approved leave during any period of time covered by this Rule shall have their time deducted from the appropriate paid leave balance unless he or she reports to work in response to a management directive.

Personnel Rule 3.10 - Jury Duty or Testimony as Witness: Compensation

3.10.0 Authority

SMC 4.04.050 and subsequent revisions thereto, Rule-Making Authority

SMC 4.20.220 and subsequent revisions thereto, Jury Duty or Subpoena as Witness—No Loss of Pay

3.10.1 Definitions

A. "Appointing authority" shall mean the head of an employing unit authorized by ordinance or City Charter to employ others on behalf of the City, or a designated management representative. The term includes and can be used interchangeably with department head, department director, superintendent or chief.
B. "Overtime threshold" shall mean a combined total of 40 straight-time hours of work and/or paid leave, per workweek. Hours worked beyond the overtime threshold must be compensated at the appropriate overtime rate of pay.
C. "Political subdivision (of the State)" shall mean a county or a city in the State of Washington.
D. "Regularly appointed employee" shall mean an individual with an exempt, probationary or regular appointment to a position of City employment.
E. "State" shall mean the State of Washington.
F. “Workweek” shall mean a designated block of 168 hours within which an employee’s work schedule is contained.

3.10.2 Application of this Rule

A. This Rule applies to regularly appointed employees.
B. For regularly appointed employees who are represented under the terms of a collective bargaining agreement, this Rule prevails except where it conflicts with the collective bargaining agreement, any memoranda of agreement or understanding signed pursuant to the collective bargaining agreement, or any recognized and established practice relative to the members of the bargaining unit.
C. This Rule does not apply to individuals who are employed under the terms of a grant that includes compensation conditions that conflict with the provisions of this Rule.
D. This Rule does not apply to individuals hired by the City on a temporary, intermittent or seasonal basis, or for a work schedule of fewer than 20 hours per week, nor does it apply to individuals hired under contract to the City.
E. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of the personnel system within their employing unit, provided that such procedures do not conflict with the provisions of this Rule.

3.10.3 Compensation Conditions for Jury Duty

A. An employee who serves on jury duty during his or her normal work hours shall be paid his or her regular straight-time compensation for such service. Time spent on jury duty during normal work hours shall count as hours worked toward an hourly employee's overtime threshold.
B. An employee who serves on jury duty on a scheduled day(s) off or during non-work hours is not entitled to receive his or her regular compensation for such service. Time spent on jury duty during non-work hours or days off does not count toward an hourly employee's overtime threshold.
C. If an employee is instructed to report to jury duty more than one hour after the start of his or her normal work day, or is excused from jury duty more than 1 hour before the end of his or her normal work day, he or she shall notify his or her supervisor. The supervisor shall direct the employee whether to report to work before reporting to jury duty or after being released from jury duty for the day.
D. In order to receive his or her regular compensation for time served on jury duty during normal work hours, an employee must turn in to the City the total amount of money received from the court for jury duty, minus the amount that is designated as a transportation allowance.

3.10.4 Compensation Conditions for Testimony as a Witness

A. An employee who is subpoenaed to serve as a witness on behalf of the State or a political subdivision thereof in a criminal or civil proceeding during his or her normal work hours shall be paid his or her regular straight-time compensation for such service. Time spent away from work during normal work hours for this purpose shall count toward an hourly employee's overtime threshold.
B. An employee who serves as a witness on behalf of the State or a political subdivision thereof on a scheduled day(s) off or during non-work hours is not entitled to receive his or her regular compensation nor is such time counted toward an hourly employee's overtime threshold, unless the employee is required to provide testimony as a direct result of his or her City employment.
C. If an employee is instructed to arrive at a proceeding for purposes of providing testimony more than 1 hour after the start of his or her normal work day, or is excused from the proceeding more than 1 hour before the end of his or her normal work day, he or she shall notify his or her supervisor. The supervisor shall direct the employee whether to report to work before reporting to or after being released from the proceeding.
D. In order to receive his or her regular compensation for time served as a witness, an employee must turn in to the City the total amount of witness fees received for his or her testimony, minus the amount that is designated as a transportation allowance.

Personnel Rule 3.11 – Compensation for Testimony at Civil Service Commission Hearing

3.11.0 Authority

SMC 4.04.040 and subsequent revisions thereto, Rule-Making Authority

SMC 4.20.225 and subsequent revisions thereto, Testimony at Civil Service Commission Hearing—Compensation Conditions

3.11.1 Definitions

A. "Appellant" shall mean a City employee who files with the Civil Service Commission an appeal of an alleged violation of a Personnel Rule or written personnel policy or procedure, or of a provision of a City ordinance or the City Charter.
B. "Appointing authority" shall mean the head of an employing unit authorized by ordinance or City Charter to employ others on behalf of the City, or a designated management representative. The term includes and can be used interchangeably with department head, department director, superintendent or chief.
C. "Civil Service Commission" shall mean the independent panel established by City Charter Article XVI, Section 5, to hear appeals involving the administration of the personnel system.
D. "Overtime threshold" shall mean a combined total of 40 straight-time hours of work and/or paid leave, per workweek. Hours worked beyond the overtime threshold must be compensated at the appropriate overtime rate of pay.
E. "Regularly appointed employee" shall mean an individual with an exempt, probationary or regular appointment to a position of City employment.
F. “Workweek” shall mean a designated block of 168 hours within which an employee’s work schedule is contained.

3.11.2 Application of this Rule

A. This Rule applies to regularly appointed employees.
B. For regularly appointed employees who are represented under the terms of a collective bargaining agreement, this Rule prevails except where it conflicts with the collective bargaining agreement, any memoranda of agreement or understanding signed pursuant to the collective bargaining agreement, or any recognized and established practice relative to the members of the bargaining unit.
C. This Rule does not apply to individuals who are employed under the terms of a grant that includes provisions that conflict with this Rule
D. This Rule does not apply to individuals hired by the City on a temporary, intermittent or seasonal basis, or for a work schedule of fewer than 20 hours per week, nor does it apply to individuals hired under contract to the City.
E. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of

the personnel system within their employing units, provided that such procedures do not conflict with the provisions of this Rule.

3.11.3 Compensation for Civil Service Testimony

A. An employee who is subpoenaed by the Civil Service Commission to testify during normal work hours at a Commission hearing or a hearing delegated by the Commission to one of its designated hearing examiners shall be released from work for this purpose without loss of pay or paid leave.
B. Release time shall include reasonable travel time from the employee's work site to the hearing location and back, as well as the time that is required to give testimony.
C. The time that the employee must arrive at the hearing location to provide testimony shall be specified on the subpoena.
D. Time spent during normal work hours providing testimony under subpoena at a Commission hearing shall count toward an hourly employee's overtime threshold.
E. An employee who is subpoenaed to testify at a Commission hearing on his or her scheduled day(s) off or during non-work hours shall not be compensated for the time required for this purpose, and the time shall not count toward an hourly employee's overtime threshold.

3.11.4 Compensation for Appellant at a Civil Service Commission Hearing

A. An employee who is an appellant in a Civil Service Commission hearing or a hearing delegated by the Commission to one of its designated hearing examiners may attend the hearing without loss of pay or paid leave provided he or she is on regular pay status and the hearing is scheduled during the employee's normal work hours.
B. The paid release time provided in Personnel Rule 3.11.5 (A) shall not exceed 16 hours per appeal. The paid release time shall count toward an hourly employee's overtime threshold.
C. The appellant shall not use work time or City equipment to prepare his or her appeal, including time spent at the pre-hearing conference(s).

Personnel Rule 3.12 – Salary Basis Policy

3.12.0 Authority

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-making authority

Fair Labor Standards Act of 1938 as amended, and 29 CFR Part 541

Washington Minimum Wage Act and WAC 296-128-532 Deductions for salaried, exempt employees

3.12.1 Definitions

A. "Appointing authority" shall mean the head of an employing unit, authorized by ordinance or City Charter to employ others on behalf of the City. The term includes and can be used interchangeably with department head, department director, superintendent, and chief.
B. "Days" shall mean work days.
C. "FLSA" shall mean the Fair Labor Standards Act, which regulates minimum wage and overtime compensation requirements.
D. "Salaried employee" shall mean an employee who is exempt from the overtime provisions of the FLSA and the Washington Minimum Wage Act.

3.12.2 Application of this Rule

A. This Rule applies to salaried employees.
B. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of the personnel system within their employing units, provided that such procedures do not conflict with the provisions of this Rule.

3.12.3 Salary Basis

It is the City's policy to comply with applicable wage and hour laws and regulations. The City of Seattle intends that deductions be made from salaried employees' pay only in circumstances permitted by the FLSA, the Washington Minimum Wage Act and the regulations promulgated pursuant to those acts and subsequent amendments.

3.12.4 Complaint Mechanism

A. Salaried employees should immediately inform their direct supervisor if they have any questions or concerns regarding their salaried status or if they believe that a deduction has been made from their pay that is inconsistent with their salaried status.

B. To ensure that a department understands a concern or complaint (hereinafter, both referred to as "complaint") and is able to conduct a proper investigation, it is required that any complaint that seeks the payment of money or requests a change in policy be submitted in writing. Each complaint must include the employee's name, employee number, a brief description of the issue and the pay period(s) to which the complaint relates.
C. If the complaint is not resolved by the supervisor within ten (10) days of the date it was brought to his or her attention, or if, for any reason, the employee is uncomfortable discussing the matter with the supervisor, the employee can submit their complaint to their department's HR representative.

3.12.5 Commitment to Compliance

The City of Seattle is committed to investigating and resolving all complaints promptly and accurately. Any complaint will be resolved within a reasonable time given all the facts and circumstances. If an investigation reveals that an employee was subjected to an improper deduction from pay, the employee will be reimbursed and the City of Seattle will take whatever action it deems necessary to ensure compliance with the salary basis test in the future.

Personnel Rule 4.1 - Classified Service Selection Process—Internal Applicants

4.1.0 Authority

City Charter, Article XVI, Section 4, Merit Principles

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-making Authority

SMC 4.04.070 and subsequent revisions thereto, Rights of Employees

SMC 4.04.150 and subsequent revisions thereto, Employee Selection

SMC 4.04.160 and subsequent revisions thereto, Veterans' Preference

SMC 4.04.300 and subsequent revisions thereto, Trial Service Periods

SMC 4.04.310 and subsequent revisions thereto, Subsequent Appointments

RCW 41.04.005 and subsequent revisions thereto, "Veteran" defined for certain purposes

RCW 41.04.007 and subsequent revisions thereto, "Veteran" defined for certain purposes

RCW 41.04.010 and subsequent revisions thereto, Veterans' scoring criteria status in examinations

WAC 162-12-140 and subsequent revisions thereto, Pre-employment Inquiries

4.1.1 Application of this Rule

A. The provisions of this Rule apply to regularly appointed employees and temporary workers on active status who apply for positions in the classified service.
B. The provisions of this subchapter shall be applied to employees of the Seattle Municipal Court except where they conflict with any policy promulgated by the Court and/or General Court Rule 29.

4.1.2 Merit Principles

A. The Seattle Human Resources Director shall provide for the recruitment, selection, transfer and advancement of individuals based on their relative ability, knowledge and skills, without regard for political beliefs or activities.
B. Recruitment and selection processes shall include the advertisement of employment opportunities and open consideration of applicants based on a job-related assessment of their qualifications.

4.1.3 Employment Advertisement

A. Employing units must submit notice of all classified service employment opportunities for publication in the Opportunity for Advancement bulletin, unless the Seattle Human Resources Director waives publication. Internal advertisement may occur concurrent with or prior to any authorized external advertisement. The transfer, reduction or demotion of an employee to a vacancy within the same employing unit is not considered an employment opportunity for advertising purposes.
B. Published descriptions of the level, nature and complexity of duties assigned to a classified service position and the minimum qualifications required to perform them must be consistent with the adopted classification specification or, in the absence of a classification specification, with a documented description of the position. A statement of desired qualifications may be included to more closely reflect the job-related requirements of the specific position and the business needs of the hiring department.
C. At the request of the appointing authority, the Seattle Human Resources Director may waive the requirement for internal publication of employment opportunities for the following reasons:
    1. Return of a former City employee from a reinstatement list (i.e., reappointment within 12 months of layoff);
    2. Return of a former City employee from a reversion recall list (i.e., return from a trial service period);
    3. Employment of a participant in Project Hire;
    4. Reasonable accommodation of an injured worker, and accommodation under the Americans With Disabilities Act or the Washington State Law Against Discrimination;
    5. Promotion of an employee who has successfully completed an apprenticeship or a formal upward mobility program;
    6. Compliance with a court order, Civil Service Commission order, or similar remedial action;
    7. Use of the results of a recent advertisement for a position of the same title, duties, and working conditions;
    8. Movement of an employee to avoid layoff as a result of reorganization or job rotation;
    9. Return from exempt to classified service when the employee has return rights.

4.1.4 Internal Applicants

A. Internal applicants shall apply directly to the employing unit in which an advertised employment opportunity exists by submitting application materials as instructed in the OFA.
B. Internal applicants may use City computers, printers, copiers and related equipment to prepare applications, resumes and other materials for application to a City employment opportunity that is published in the OFA as long as such

activities do not unreasonably interfere with the employee's ability to carry out his or her normal job duties. Internal applicants must obtain advance supervisory approval for work time spent on resume and application preparation.

C. Internal applicants may participate in interviews and other official selection processes for City jobs during normal work hours without loss of pay or paid leave balances. Advance supervisory approval of work release time is required. Internal applicants will not be compensated for additional time or other expenses related to their participation in selection processes.

4.1.5 Selection Process

A. To ensure that selection processes are conducted in a fair and reasonable manner, each employing unit will provide a copy of its current selection procedures to the Seattle Human Resources Director. The appointing authority must file revisions to its selection procedures with the Seattle Human Resources Director within 30 days of adoption by the employing unit.
B. The employing unit will evaluate application materials from all qualified applicants in order to determine which applicants are most competitive to proceed to the next phase of the selection process.
C. The employing unit may develop and administer any job-related skills tests and interviews that the appointing authority or his or her designated management representative deems necessary. All available information related to the suitability of the applicant for the job will be used to evaluate each applicant.

4.1.6 Final Selection

A. The Seattle Human Resources Director will conduct qualifications audits of all applicants identified by the employing unit as finalists for a job vacancy. The audit will include a comparison of the finalist's or finalists' qualifications with those qualifications advertised for the job. No job offer will be made to any finalist for a job vacancy until the Seattle Human Resources Director has conducted a qualifications audit.
B. The employing unit shall make a provisional job offer to the position finalist contingent upon passing a pre-employment physical, criminal background check as required by law, and/or drug test if either is required for the position.
C. No individual shall apply inappropriate pressure to influence the outcome of a selection process.
D. If the employing unit's selection process includes a competitive examination, veterans' preference of 5% shall be added to the passing mark or grade, based upon a possible perfect mark or grade of 100 points, for a veteran who was called to active military service from employment with the City, or with the State of Washington or any of its political subdivisions. This preference shall apply to an individual's first promotional examination only.

4.1.7 Trial Service

A. An employee who has satisfactorily completed a probation period and is subsequently promoted or transferred to a position in another classification shall serve a 12-month trial service period in the subsequent position. An employee's trial service period may be extended up to 3 additional months by written mutual agreement between the department and employee, subject to approval by the Seattle Human Resources Director prior to expiration of the trial service period.

B. The trial service period shall provide the department with the opportunity to observe the employee's work and revert such an employee without just cause. Employees who have been reverted during the trial service period shall not have the right to appeal to the Civil Service Commission.

C. Reversion to Former Position

1. An employee who has been appointed from one classification to another classification within the same or different department and who fails to satisfactorily complete the trial service period shall be reverted to a vacant position within the former department (if applicable) and classification from which they were appointed. Where no such vacancy exists, such employee shall be given 15 calendar days' written notice prior to being placed on a Reversion Recall List for their former department and former classification and prior to being removed from the payroll.
2. The names of regular employees who have been reverted for purposes of re-employment in their former department shall be placed on the Reversion Recall List for the same classification from which they were promoted or transferred for a period of 1 year from the date of reversion.
3. If a vacancy is to be filled in a department and a valid Reversion Recall List for the classification for that vacancy contains the name(s) of eligible employees who have been removed from the payroll from that classification and from that department, such employees shall be reinstated in order of their length of service in that classification. The employee who has the most service in that classification shall be the first reinstated.
4. An employee whose name is on a valid Reversion Recall List for a specific job classification who accepts employment with the City in that same job classification shall have their name removed from the Reversion Recall List. Refusal to accept placement from a Reversion Recall List to a position the same, or essentially the same, as that which the employee previously held shall cause an employee's name to be removed from the Reversion Recall List, which shall terminate rights to reemployment under this Reversion Recall List provision.
5. A reverted employee shall be paid at the step of the range that they normally would have received had they not been promoted or transferred.

D. Subsequent appointments

1. If a probationary employee is subsequently appointed in the same classification from one department to another, the receiving department may, with approval of the Seattle Human Resources Director, require that a complete twelve (12) month probationary period be served in that department. If a regular employee or an employee who is serving a trial service period is subsequently appointed in the same classification from one

department to another, the receiving department may, with the approval of the Seattle Human Resources Director, require that a twelve (12) month trial service period be served in that department.

2. If a probationary employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month probationary period in the new classification, not to exceed a total of 24 months of probationary employment. If a regular employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month trial service period in the new classification.
3. Within the same department, if a regular employee is appointed from a lower classification for which he or she is serving a trial service period to a higher classification in a closely related field, the trial service period for both classifications shall overlap. The employee shall complete the term of the original trial service period and be given regular status in the lower classification, and then serve out the remainder of the 12-month trial service period in the higher classification.
4. Within the same department, if a probationary employee is regularly appointed from a lower classification to a higher classification in a closely related field, the probationary period and the new trial service period for the higher classification shall overlap. The employee shall complete the term of the original probationary period and be given regular standing in the lower classification and then serve out the remainder of the 12-month trial service period in the higher classification.

Personnel Rule 4.2 - Classified Service Selection Process—External Applicants

4.2.0 Authority

City Charter, Article XVI, Section 4, Merit Principles

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-making Authority

SMC 4.04.150 and subsequent revisions thereto, Employee Selection

SMC 4.04.160 and subsequent revisions thereto, Veterans' Preference

SMC 4.04.290 and subsequent revisions thereto, Probation Periods

SMC 4.04.300 and subsequent revisions thereto, Trial Service Periods

SMC 4.04.310 and subsequent revisions thereto, Subsequent Appointments

SMC 4.14 and subsequent revisions thereto, Executive Recruiting

RCW 41.04.005 and subsequent revisions thereto, "Veteran" defined for certain purposes

RCW 41.04.007 and subsequent revisions thereto, “Veteran” defined for certain purposes

RCW 41.04.010 and subsequent revisions thereto, Veterans' scoring criteria status in examinations

4.2.1 Application of this Rule

1. The provisions of this Rule apply to external applicants who seek regular appointment to positions in the classified service.
2. The provisions of this subchapter shall be applied to employees of the Seattle Municipal Court except where they conflict with any policy promulgated by the Court and/or General Court Rule 29.

4.2.2 Merit Principles

A. The Seattle Human Resources Director shall provide for the recruitment, selection, transfer and advancement of individuals based on their relative ability, knowledge and skills, without regard for political beliefs or activities.
B. Recruitment and selection processes shall include the advertisement of employment opportunities and open consideration of applicants based on a job-related assessment of their qualifications.

4.2.3 Employment Advertisement

A. The appointing authority must submit all official classified service job advertising to the Seattle Human Resources Director for approval.
B. Notice of all classified service employment opportunities must be published in the OFA even if posted externally, unless the Seattle Human Resources Director waives OFA publication.
C. Published descriptions of the level, nature and complexity of duties assigned to a classified service position and the minimum qualifications required to perform them must be consistent with the adopted classification specification or, in the absence of a classification specification, with a documented description of the position. A statement of desired qualifications may be included to more closely reflect the job-related requirements of the specific position and the business needs of the hiring department.

4.2.4 External Applicants

A. External applicants shall apply directly to the employing unit in the format specified in the job advertisement or posting

4.2.5 Recruiting of External Applicants

A. When it is necessary to recruit outside regional labor markets, the appointing authority may authorize payment of reasonable and necessary expenses related to an applicant's travel to and from Seattle to participate in an interview process.
    1. The appointing authority must file and the Director of Finance and Administrative Services must approve a claim for payment or reimbursement of travel expenses.
    2. Authorized travel expenses include lodging, meals, incidental and round-trip transportation from the applicant's home to Seattle and back. Applicants who drive their personal vehicles may be reimbursed at the rate set by the Seattle Human Resources Director for mileage reimbursement. However, payment for mileage cannot exceed the round-trip airfare of a common carrier for the same trip.
B. Positions that are eligible for travel expense consideration are:
    1. Positions paid at salary range 400 and above, or at or above the equivalent of the top step of range 400 when no range is specified;
    2. Positions under salary range 400 but over salary range 300, for which the employing unit cannot successfully recruit in the local employment area because of the scarcity of persons possessing the position qualifications; and
    3. All positions assigned to the Accountability Pay for Executives, Manager, and Strategic Advisor Compensation Programs, regardless of pay level.

4.2.6 Selection Process

A. To ensure that selection processes are conducted in a fair and reasonable manner, each employing unit will provide a copy of its current selection procedures to the Seattle Human Resources Director. The appointing authority must file revisions to its selection procedures with the Seattle Human Resources Director within 30 days of adoption by the employing unit.
B. The employing unit will evaluate application materials from external applicants in order to determine which applicants are best-qualified to proceed to the next phase of the selection process. Assessment of external applicants may occur concurrently with or subsequent to the assessment of internal applicants.
C. The employing unit may develop and administer any job-related skills tests and interviews that the appointing authority or his or her designated management representative deems necessary. All available information related to the suitability of the applicant for the job will be used to evaluate each applicant.

4.2.7 Final Selection

A. The Seattle Human Resources Director will conduct qualifications audits of all applicants identified by the employing unit as finalists for a job. The audit will include a comparison of the finalist's or finalists' qualifications with those advertised for the job. No job offer will be made to any finalist for a job vacancy until the Seattle Human Resources Director has approved a qualifications audit.
B. The employing unit shall make a provisional job offer to the position finalist contingent upon passing a pre-employment physical, criminal background check consistent with Personnel Rule 10.3, and/or drug test if required for the position. The position finalist must demonstrate authorization to work in the United States prior to commencing work.
C. No individual shall apply inappropriate pressure to influence the outcome of a selection process.
D. If the employing unit's selection process includes a competitive examination, veterans' preference shall be added to the passing mark or grade, based upon a possible perfect mark or grade of 100 points, as follows:
    1. 10% to a veteran who served during a period of war or in an armed conflict (as provided in the definition of “veteran” in the Preamble to the Personnel Rules) and does not receive military retirement;
    2. 5% to a veteran who did not serve during a period of war or in an armed conflict, or who receives military retirement.

    Eligible veterans may only claim veterans’ preference to their first appointment.

4.2.8 Re-Employment of Former City Employees

A. Employees whose most recent period of City employment ended in a layoff are eligible for reinstatement to the same classification or budget title within 12 months of such layoff. An individual whose layoff occurred longer than 12 months before his or her re-employment shall be considered an external applicant as provided in Rule 4.2.8 (B).

1. The Seattle Human Resources Director shall provide the names of individuals who are eligible for reinstatement to the appointing authority of any employing unit who has a vacancy in that classification or budget title. Pursuant to Personnel Rule 6.2.9.A, the appointing authority may refuse to hire from the reinstatement list only upon stating a reason therefor to the Seattle Human Resources Director.
2. An individual who is reinstated from layoff shall have the same status as he or she held prior to layoff, with credit given toward time already served if such status is probationary or trial service. The employee shall be placed at the same step in the salary range as he or she had attained prior to layoff, and credit will be given for prior service for purposes of salary step progression. Any unused sick leave balance shall be restored, and the vacation accrual rate and hours worked for purposes of determining number of floating holidays shall be the same as when the employee was laid off.

B. A former City employee who resigned or quit City employment may apply and be considered for employment as an external applicant. His or her vacation accrual rate and hours worked for purposes of determining number of floating holidays will reflect prior service; otherwise, an individual re-employed under this Rule shall be treated the same as a new hire.
C. A former City employee who agreed to resign or retire from City service in lieu of termination may apply and be considered for rehire as an external applicant unless the Seattle Human Resources Director determined at the time of separation that the employee's alleged misconduct was of such a serious nature that returning to City employment is not appropriate, or unless the employee agreed to waive his or her rehire eligibility.
D. A former City employee who took a service retirement from City employment may apply and be considered for employment as provided by Rule 4.2.8 (B). The amount of his or her monthly pension payment may be affected by re-employment with the City, or he or she may be subject to limitations on the number of hours he or she is permitted to work.
E. A former City employee who was terminated for cause may apply and be considered for rehire as an external applicant only with the approval of the hiring appointing authority and the concurrence of the Seattle Human Resources Director.
F. A former City employee whose termination was a probationary dismissal may apply and be considered for rehire as an external applicant only with the approval of the hiring appointing authority.

4.2.9 Moving Expenses

A. The appointing authority may authorize, upon the approval of the Seattle Human Resources Director, moving expenses for individuals who must relocate to Seattle in order to accept an offer of employment with the City as:

1. Positions identified in the Salary Ordinance (Ordinance 97330, as amended) by salary range 400 and above, or a salary equivalent to or higher than the top step of range 400 when no range is given, or
2. Positions under salary range 400 but over salary range 300, or the equivalent thereto, for which the employing unit was unable to recruit persons in the immediate employment area who possess the unique skills, expertise and/or educational qualifications therefore, or
3. Positions assigned to the Accountability Pay for Executives Program, the Manager Compensation Program, or the Strategic Advisor Compensation Program, that do not otherwise meet any of the eligibility criteria in this section.

B. The appointing authority and the employee for whom moving expenses have been authorized must stipulate in writing that, if the individual leaves the employing unit which paid the moving expenses within 12 months of initial appointment, he or she shall reimburse this employing unit for such expenses. In the event the employee moves from one City department to another within 12 months, the City department that makes the subsequent job offer may instead make the reimbursement payment to the City department that paid the moving expenses.

C. An individual's new job with the City must be at least 50 miles farther from his or her place of residence than his or her former job to qualify for moving expenses.

D. Moving expenses include the cost of transportation to Seattle to find housing; food and lodging expenses for up to five days while engaged in the search for housing; and the cost of transporting the employee and his or her family and household goods and personal effects to Seattle. Payment or reimbursement of moving expenses may not exceed the authorized maximum rate set by the Seattle Human Resources Director in January of each year.

4.2.10 Probation

A. Upon initial appointment to a position in the classified service, an employee must complete a 12-month probationary period.

Personnel Rule 4.3—Transfer, Reduction and Demotion Between Classified Service Positions

4.3.0 Authority

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-making Authority

SMC 4.04.290 and subsequent revisions thereto, Probation Periods

SMC 4.04.300 and subsequent revisions thereto, Trial Service Periods

SMC 4.04.310 and subsequent revisions thereto, Subsequent Appointments

4.3.1 Application of this Rule

1. The provisions of this Rule apply to employees who are regularly appointed to positions in the classified service.
2. The provisions of this subchapter shall be applied to employees of the Seattle Municipal Court except where they conflict with any policy promulgated by the Court and/or General Court Rule 29.

4.3.2 Reduction

A. A regularly appointed employee may reduce or be reduced to a vacant position in a lower classification in the same employing unit with the approval of the appointing authority or his or her designated management representative. No selection process is required; however, the employee must be able to demonstrate that he or she meets the minimum qualifications for the lower classification.
B. An employee so reduced must successfully complete a probationary period only if he or she has not completed an initial probationary period. An employee so reduced shall not serve a trial service period.
C. Upon showing that the reason for a reduction no longer exists, the appointing authority or his or her designated management representative may return an employee to an available vacant position in the former class within the same employing unit. No selection process is required. The employee's status in the higher class shall be the same as it was immediately prior to the reduction.
D. Reduction to a position in another employing unit shall be treated as a selection process as provided by Personnel Rule 4.1. The Seattle Human Resources Director may waive advertisement for reduction to a position in another employing unit to avoid layoff as a result of reorganization or job rotation or for the reasonable accommodation of a qualified individual under the Americans with Disabilities Act or the Washington State Law against Discrimination.

4.3.3 Demotion

A. An employee may be demoted by the appointing authority to a vacant position in a lower classification in the same employing unit for disciplinary reasons. The employee must meet the minimum qualifications for the lower classification.
B. An employee so demoted must successfully complete a probationary period only if he or she has not completed an initial probationary period. An employee so demoted shall not serve a trial service period.
C. A demoted employee has no right of return to the class from which he or she was demoted.

4.3.4 Transfer

A. An employee may request to transfer to a vacant position in the same classification or with the same maximum pay rate within his or her employing unit.
    1. If the employee transfers to a position in the same classification, his or her status shall remain the same as it was immediately before the transfer.
    2. If the employee transfers to a position in a different classification and has completed a 12-month probationary period, he or she must serve a trial service period. If the employee transfers to a position in a different classification and has not completed a 12-month probationary period, he or she must complete a probationary period consistent with Personnel Rule 4.2.10.
B. Transfer to a position in a different employing unit shall be treated as a selection process as provided by Personnel Rule 4.1. The Seattle Human Resources Director may waive advertisement for transfer between employing units to avoid layoff as a result of reorganization or job rotation or for the reasonable accommodation of a qualified individual under the Americans with Disabilities Act or the Washington State Law Against Discrimination.
    1. If a probationary employee is subsequently appointed in the same classification from one department to another, the receiving department may, with the approval of the Seattle Human Resources Director, require that a 12-month probationary period be served in that department.
    2. If an employee who is serving a trial service period is subsequently appointed in the same classification from one department to another, the receiving department may, with the approval of the Seattle Human Resources Director, require that a 12-month trial service period be served in that department.
    3. If a regular employee is subsequently appointed in the same classification from one department to another, the employee shall retain his or her regular status in the new position and is not required to serve a trial service period, unless the appointment was a reinstatement after layoff.

Personnel Rule 5.1 - Training

5.1.0 Authority

29 CFR 790 General Statement as to the Effect of the Portal to Portal Act of 1947 on the Fair Labor Standards Act of 1938

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-making Authority

5.1.1 Application of this Rule

A. The provisions of this subchapter shall be applied to employees of the Seattle Municipal Court except where they conflict with any policy promulgated by the Court and/or General Court Rule 29.

5.1.2 Request and Approval

A. Employee participation in City-paid or sponsored training is at the discretion of the appointing authority or designated management representative.
B. The appointing authority or designated management representative may require an employee's participation, or may approve an employee's request to participate, in a training program if the appointing authority or designated management representative determines that the program meets one or more of the following criteria:
    1. Supports the employing unit's operations, objectives, and mission;
    2. Is expected to improve performance of the employee's current job; and/or
    3. Supports the employee's clearly identified career path at the City which has been endorsed by the appointing authority.
C. Employee training shall be prioritized as follows:
    1. Legally required training - training required to comply with federal, state or local regulations; or training required to maintain a professional license necessary for the performance of assigned job duties;
    2. Mandated training - programs at which employees' attendance is mandated by the Mayor of the City of Seattle, the appointing authority, or the appointing authority’s designated management representative;
    3. High priority business needs training- training programs specific to the operations of individual employing units;
    4. Employee-driven training for professional/career development - programs and classes voluntarily selected by the employee to enhance his or her qualifications relative to career movement at the City, as opposed to skills improvement relative to his or her current job.

D. Approval to participate in training opportunities shall include authorization specifying the amount of time the employee may use to complete the program.

5.1.3 Working Hours

A. Authorized training shall be treated as a work assignment. Employees shall be compensated for time spent in authorized training activities during normal work hours. For hourly employees, time spent in authorized training activities, including completion of assignments, studying, and testing, counts toward the overtime threshold.

B. Employees may not use paid time, other than accumulated and unused vacation, compensatory time off or other appropriate paid leave, to participate in personal training activities that have not been designated a work assignment by the appointing authority or designated management representative.

C. An hourly employee must obtain the explicit prior approval of his or her appointing authority or designated management representative to work more than his or her scheduled hours, including work associated with an authorized training opportunity. Hourly employees may be disciplined for working unauthorized overtime.

D. When an hourly employee's workday is begun prior to and completed subsequent to a class or training program, time spent in transit to and from the class or training program shall be included in the computation of the employee's hours worked.

E. The appointing authority or designated management representative shall monitor employee progress in authorized training activities and may withdraw approval for the employee's continued participation if the employee fails to meet established deadlines or to achieve predetermined objectives.

5.1.4 Scholarship Advance or Reimbursement

A. With the advance approval of the appointing authority or designated management representative, and in keeping with the policies and procedures established by the City Finance Director, employees may request designated scholarship funds as cash advances or reimbursements for costs associated with tuition, laboratory fees, textbooks, and other reasonable and usual expenses associated with employee-driven training for professional or career development at the City.

B. An employee who receives financial assistance from other sources may receive a scholarship advance or be reimbursed by the City only for allowable expenses in excess of this outside assistance.

5.1.5 Use of City Facilities and Equipment for Training Purposes

A. The appointing authority or designated management representative may approve an employee's use of departmental facilities and equipment, including but not limited to computers, video equipment, and software and licensing agreements, for training purposes.

B. The appointing authority or designated management representative may schedule an employee's use of departmental facilities and equipment to minimize disruptions to the employing unit's workload and to co-workers. The appointing authority shall be responsible for the security of equipment and facilities when he or she requires or allows an employee to access needed facilities and equipment after normal work hours.
C. The appointing authority or designated management representative may approve employee access to departmental facilities and equipment for the employee's personal non-job-related training, as long as the employee's use does not interfere with the employing unit's business use of such facilities and equipment. When there is a charge to the public for the use of City facilities, an employee who uses those facilities for non-work purposes shall be subject to the same use conditions.

Personnel Rule 5.2 - Travel

5.2.0 Authority

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-making Authority

SMC 4.70 and subsequent revisions thereto, Reimbursement for Use of Personal Automobiles

SMC 4.72 and subsequent revisions thereto, Travel Expenses

29 CFR 790 General Statement as to the Effect of the Portal to Portal Act of 1947 on the Fair Labor Standards Act of 1938

5.2.1 Application of this Rule

A. The provisions of this subchapter shall be applied to employees of the Seattle Municipal Court except where they conflict with any policy promulgated by the Court and/or General Court Rule 29.

5.2.2 Personal Automobile Use Expense Reimbursement

When, in the course of performing assigned job duties, an employee finds it necessary to use his or her personally owned vehicle, the employee shall be reimbursed for such use at the rate established by the Seattle Human Resources Director.

5.2.3 Travel Expenses

When traveling outside the City at the direction of the appointing authority, employees shall be reimbursed for:

A. Actual expenses incurred for registration fees for conventions, seminars, or similar events;
B. Actual expenses incurred for transportation or the standard mileage rate set by the Seattle Human Resources Director, provided that reimbursement for mileage shall not exceed the round-trip coach-class air fare of a common carrier;
C. Actual expenses incurred for meals when travel outside the City is not a routine or normal part of the employee's job, provided that the reimbursement shall not exceed the amount established by the City's Finance Director;
D. Actual expenses for automobile rental or other local transportation;
E. Actual necessary expenses for lodging, provided that costs do not exceed the amount set by the City's Finance Director; and

F. Other reasonably necessary expenses related to the City business being performed, including, but not limited to, writing materials, reading materials, and telecommunications.

5.2.4 Compensable Hours

A. An hourly employee may not work more than his or her scheduled hours without the explicit prior approval of his or her supervisor. Hourly employees may be disciplined for working unauthorized overtime.
B. When an hourly employee's workday has begun prior to, and is completed subsequent to work-related travel, time spent in transit shall be included in the computation of the employee's hours worked.
C. Except as covered by Rule 5.2.3(B), time spent in travel to and from work shall not be compensable.
D. Time spent in travel that keeps an hourly employee away from his or her home community overnight will be considered work time when the hours spent traveling correspond to hours worked by said employee on a normal work day. Hours of travel outside of hours that correspond to the employee's regular work hours are not compensable.

5.2.5 Working Conditions

An employee shall be covered by the City's workers' compensation plan for all job-related injuries or illnesses occurring as a result of participation in work related travel. If an employee has incurred a work-related injury or illness while traveling, the employee shall notify his or her supervisor immediately and complete all necessary documents concerning the injury or illness.

Personnel Rule 6.1 – Resignation and Quit

6.1.0 Authority

SMC 4.04.050 and subsequent revisions thereto, Rule-making authority

SMC 4.16.075 and subsequent revisions thereto, Prohibited conduct after leaving City employment

SMC 4.20.200 and subsequent revisions thereto, Holiday pay—Employee to work day preceding or following

SMC 4.24.030 and subsequent revisions thereto, Change in position or department

SMC 4.26.060 and subsequent revisions thereto, Failure to return to work

SMC 4.34.065 and subsequent revisions thereto, Payment in lieu of use of vacation credit

6.1.1 Definitions

The definitions below shall apply to this subchapter only.

A. "Matter" shall mean application, submission, request for ruling or other determination, permit, contract, claim, proceeding, case, decision, rulemaking, legislation, or other similar action. Matter includes the preparation, consideration, discussion or enactment of administrative rules or legislation. Matter does not include advice or recommendations regarding broad policies and goals.

6.1.2 Application of this Rule

A. The provisions of this subchapter shall be applied to employees of the Seattle Municipal Court except where they conflict with any policy promulgated by the Court and/or General Court Rule 29.

6.1.3 Quitting or Resigning City Employment

A. A quit or resignation shall become effective on the employee's last paid day. An employee is not eligible for pay for any holidays occurring after the last paid day. Employees quitting work or discharged for cause shall not be entitled to pay for holidays following their last day of work.
B. The appointing authority or designated management representative may, at their discretion, permit an employee to rescind a resignation for a period of 30 calendar days following the employee's last actual work day. An employee must agree to make a lump sum repayment of any vacation cash-out or retirement account withdrawals immediately upon return to active employment status in order to

rescind a resignation. If the employee's absence is longer than 15 calendar days, it shall be treated as an unpaid leave of absence.

C. An employee who has provided notice of quit or resignation may request to donate accumulated and unused sick leave hours to an approved eligible employee, but may not donate more hours than the donating employee could use between the date of donation and the donating employee's last actual work day. The donation must not cause the employee's sick leave balance to fall below 240 hours.
D. An employee who is rehired within 12 months of a quit or resignation shall have their accumulated and unused sick leave balance restored.
E. An employee who resigns or quits rather than return from Family and Medical Leave for any reason other than a continuation of the employee's own serious health condition or other circumstances beyond the employee's control may be required to reimburse the City for health care premiums paid on their behalf while on Family and Medical Leave.
F. An employee's accumulated and unused vacation balance shall be cashed out at the employee's rate of pay in effect for the classification or title in effect on the date of separation.

6.1.4 Job Abandonment

A. Job abandonment shall be treated as a major disciplinary offense. The appointing authority or a designated management representative shall provide an employee who abandons their job with written notice, via personal delivery or certified mail to the employee's address as shown in personnel records, that they shall be discharged from City employment. The employee shall be given 5 business days to schedule a pre-disciplinary hearing with the appointing authority to provide mitigating information.
B. Failure by the employee to respond to such notice shall result in discharge effective the employee's last actual work day.
C. Following a pre-disciplinary hearing, the appointing authority may discharge the employee or take other such action as the appointing authority deems appropriate.

6.1.5 Prohibited Conduct after Leaving City Employment

A. It is a violation of the Code of Ethics for an individual who has separated from City employment to disclose or use any confidential information gained by reason of the employee's City work.
B. It is a violation of the Code of Ethics for a former City employee, for a period of 1 year following separation from City employment, to:
    1. Communicate, on behalf of any person on a matter involving the City, with an employee of the agency of the City with which the former employee was previously employed.
    2. Participate in a competitive selection process for a City contract in which the former employee assisted the City to define the scope of the project, work to be done, or process to be used.

C. It is a violation of the Code of Ethics for a former City employee, for a period of 2 years following separation from City employment, to assist any person on a matter in which the employee participated.
D. The prohibitions of Rule 6.1.5 (B1) and (C) shall not apply to former employees when they act on behalf of another governmental agency, as long as their actions are not adverse to the City's interests.

Personnel Rule 6.2 - Layoff

6.2.0 Authority

SMC 4.04.050 and subsequent revisions thereto, Rule-making authority

SMC 4.04.220 and subsequent revisions thereto, Layoff

SMC 4.24.030 and subsequent revisions thereto, Change in position or department

RCW 73.16.010 and subsequent revisions thereto, Preference in public employment

6.2.1 Definitions

A. "Appointing authority" shall mean the head of an employing unit, authorized by ordinance or City Charter to employ others on behalf of the City. The term includes and can be used interchangeably with department head, department director, superintendent, or chief.
B. "Bump" shall mean to displace a less senior employee in lieu of layoff.
C. "Classification" shall mean any group of positions that the Seattle Human Resources Director determines is sufficiently similar in nature and level of work that the same title may be equitably applied to all.
D. "Classification series" shall mean 2 or more classifications that perform similar tasks or work but differ in degree of difficulty and responsibility.
E. "Classified service" shall mean all employment positions in the City of Seattle that are not excluded by ordinance, City Charter, or State law from the provisions of the Seattle Municipal Code and the Personnel Rules.
F. "Layoff" shall mean the discontinuation of employment and suspension of pay of any regular or probationary employee because of lack of work, lack of funds, or through reorganization.
G. "Seattle Human Resources Director" shall mean the head of the Seattle Department of Human Resources or his or her designated management representative.
H. "Probationary employee" shall mean an employee who has not yet completed a probationary period of employment.
I. "Referral program" shall mean a program administered by the Seattle Human Resources Director that provides job referrals to individuals who are at risk of layoff or who are on a reinstatement list.
J. "Regular employee" shall mean an employee who has been appointed to a position in the classified service and who has completed a 1-year probationary period of employment.
K. "Regularly appointed employee" shall mean an individual with a probationary, regular or exempt appointment to a position of City employment.
L. "Reinstatement" shall mean the reappointment of an employee within 12 months of layoff from a reinstatement list to a position in the same classification or title from which the employee was laid off.

M. "Seniority" shall mean a regular employee's length of continuous service, based on total straight-time regular pay hours, in his or her present classification and all higher classifications since original appointment to the present classification.
N. "Standing" shall mean the classification in which an employee accrues service credit for layoff purposes.
O. "Status" shall mean the condition of being probationary, trial service, or regular in the current classification.
P. "Step Progression Pay Program" shall mean a compensation system that provides for salary progression based on length of service.
Q. "Straight-time regular pay hours" shall mean all hours up to 40 per workweek for which an employee is compensated.
R. "Temporary worker" shall mean an individual who is employed to fill a temporary, emergency or short-term need, with no guaranteed minimum number of hours of employment.
S. “Trial Service” shall mean a 12-month trial period of employment for a regular employee who has completed a probation period and who is subsequently appointed to a position in another classification.
T. “Trial Service Employee” shall mean an employee who has not yet completed a period of trial service.
U. "Veterans’ preference" shall mean preference for retention in employment of any honorably discharged soldier, sailor or marine who is a veteran of any war of the United States, or of any military campaign for which a campaign ribbon shall have been awarded, the widow or widower of same, and/or the spouse of an honorably discharged veteran who has a service-connected permanent and total disability.

6.2.2 Application of this Rule

A. The provisions of this Rule apply to employees who are regularly appointed to positions in the classified service.
B. For regularly appointed employees who are represented under the terms of a collective bargaining agreement, this Rule prevails except where it conflicts with the collective bargaining agreement, any memoranda of agreement or understanding signed pursuant to the collective bargaining agreement, or any established and recognized practice relative to the members of the bargaining unit.
C. Except as specifically provided, this Rule does not apply to individuals hired by the City on a temporary, intermittent or seasonal basis, or for a work schedule of fewer than 20 hours per week; nor does it apply to individuals hired under contract to the City.
D. This Rule does not apply to individuals who are employed under the terms of a grant that includes layoff provisions that conflict with this Rule.
E. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of the personnel system within their employing units, provided that such policies and procedures do not conflict with the provisions of this Rule.

6.2.3 Conditions of Layoff

A. A condition of layoff exists when an employing unit must abrogate or unfund a position of employment in the classified service, and there are no vacant funded positions in the classification or title within the employing unit.
B. A management-initiated reduction in scheduled work hours shall not constitute a layoff unless the reduction is to less than 20 hours per workweek.

6.2.4 Order of Layoff

A. Within an employing unit, in a given classification affected by layoff, the order of layoff of employees shall be as follows:
    1. Probationary employees;
    2. Trial service employees who cannot be reverted in accordance with Personnel Rule 4.1.8 C (1);
    3. Regular employees

    Temporary workers shall be separated prior to the layoff of any probationary, trial service, or regular employee in the same employing unit and classification or title.

    Among probationary or trial service employees, order of layoff shall be at the discretion of the appointing authority.

    Among regular employees, order of layoff shall be in the order of seniority; the employee with the least seniority being laid off first.

B. After completion of the probationary period, service credit for purposes of seniority will be given for the length of continuous service in the employee's present classification and all higher classifications since original regular appointment to the present classification. Unpaid absences for active duty training or mobilization with the United States Armed Forces shall not be deducted from an employee's seniority.
C. In case of a tie among employees with equal seniority in the affected classification, any employee who qualifies for veterans' preference shall be retained over an employee who does not qualify for veterans' preference. Where ties continue to exist after application of veterans' preference, order of layoff shall be at the discretion of the appointing authority.

6.2.5 Out-of-Order Layoff

A. Upon a showing by the appointing authority that the operating needs of an employing unit require such action, the Seattle Human Resources Director may authorize an exception to the normal order of layoff and the retention in active employment of any employee who has some critically necessary special experience, training or skill.

B. A written request for an out-of-order layoff, signed by the appointing authority, shall be accompanied by documentation that shows that the employee who would be retained over the more senior employee was recruited specifically for his or her special experience, training or skill; or has been specially trained by the employing unit to fulfill a critical business need of his or her position.
C. In addition, a request for an out-of-order layoff must include compelling evidence that the more senior employee does not possess the special experience, training or skill required to perform the work of the position and could not be expected to satisfactorily perform the work of the position within a reasonable period of time.
D. If the Seattle Human Resources Director approves the retention of the least senior employee, the more senior employee shall be allowed to bump the next least senior employee, continuing in sequential order as necessary until the Seattle Human Resources Director determines that the more senior employee has the required skills to satisfactorily perform the work of the position within a reasonable period of time.

6.2.6 Procedure for Layoff

A. The appointing authority or designated management representative shall request from the Seattle Human Resources Director an order of layoff for the incumbents of the position(s), by classification, affected by the layoff and the effective date of layoff. The Seattle Human Resources Director shall provide to the appointing authority an order of layoff for the affected classification(s).
B. The order of layoff shall show each affected employee's length of continuous service in the classification as determined by the Seattle Human Resources Director based upon the employee's regular straight-time pay hours, projected through close of business on the effective date of the layoff. The appointing authority shall notify the Seattle Human Resources Director if any employee's relative position on the order of layoff is subject to change prior to its implementation as a result of a change in work hours, unpaid leave of absence, etc.
C. Upon approval of the authorizing legislation or direction by the appropriate authority, the appointing authority or designated management representative shall officially notify an affected employee that his or her position is being abrogated or unfunded and he or she is subject to layoff on the effective date of such action.
D. Where regular or trial service employment is terminated by layoff, when possible, 30 calendar days notice shall be given the affected employee(s), and at least 15 calendar days notice shall be given unless:
    1. Delaying the layoff would cause the employing unit to exceed its revenue for personal services for the affected work program; or
    2. The layoff is 1 of a number of layoffs and delaying the layoff would cause serious financial detriment to the City; or
    3. The layoff is caused by fire, storm damage, earthquake, destruction of property, strike, or any other such event that could not reasonably have been foreseen, or by peremptory state or federal legislation.

Nothing in this Rule shall preclude transfer in accordance with Rule 4.3.5 or reduction in accordance with Rule 4.3.3.

E. Upon receiving formal notification of layoff, the affected employee(s) shall, within 3 working days, submit an option selection form to the appointing authority specifying his or her irrevocable selection of 1 of the following options insofar as the option is available:
    1. Transfer to avoid layoff (bumping) within the employing unit to the position held by the least senior employee in the same classification as the employee who has received notification of layoff; or
    2. Accept layoff with placement of the employee's name on a reinstatement list for the classification from which laid off.
F. Failure of the employee to submit a completed option form to the appointing authority or designated management representative within 3 working days shall be construed as a resignation unless another time limit is approved by the appointing authority.
G. The appointing authority or designated management representative may give an affected employee informal notification before a proposed action is finalized that the action may result in the employee's layoff. The employee is not obligated to select an option as provided in Rule 6.2.6 (E) until he or she receives formal notification of layoff. An employee who has received informal notification shall be eligible to participate in any formal referral program(s).

6.2.7 Employee Options for Transfer To Avoid Layoff (Bumping)

A. Within the same employing unit, any regular employee subject to being laid off may displace the employee who has least seniority in the displacing employee's classification.
B. The least-senior regular employee or a trial service employee who cannot be reverted in accordance with Personnel Rule 4.1.8 C (1) who is laid off or is displaced pursuant to Rule 6.2.7 A may displace the employee having the least seniority in the next lower classification in the same classification series when (1) the displacing employee has had an appointment to such lower classification, and (2) the employee to be sequentially displaced has less length of service than the displacing employee.

6.2.8 Referral Programs

A. The Seattle Human Resources Director may establish programs for the referral of employees who have been informally or formally notified of pending layoff, or who have been laid off, to appropriate employment positions.
B. The appointing authority or a designated management representative shall certify employee eligibility to participate in referral programs by submitting an official nomination to the Seattle Human Resources Director.
C. Each employee who participates in a referral program shall be responsible for meeting all the terms and conditions of participation.

D. The Seattle Human Resources Director may refer eligible employees to positions that have a maximum pay rate that is equivalent to or lower than the maximum pay rate associated with the position from which the employee will be or has been laid off.
E. Eligibility for participation in a referral program ends 12 months after actual layoff.

6.2.9 Reinstatement

A. The Seattle Human Resources Director shall establish and maintain for 12 months following layoff a reinstatement list for any classification or title from which City employees have been laid off, and shall provide it to any employing unit that has a position vacancy in a classification for which a reinstatement list exists. The appointing authority shall appoint an employee from the reinstatement list to fill the available position.
    1. If there is more than 1 eligible employee on the reinstatement list for a particular classification, the appointing authority shall conduct a selection process and appoint from among all eligible employees.
    2. The appointing authority may refuse to appoint an eligible employee from a reinstatement list only with the Seattle Human Resources Director's concurrence that the employee is not qualified for the available position. The employee shall remain eligible for reinstatement for the term of the list.
B. An employee who is reinstated shall:
    1. Be placed at the salary step in effect at the time of his or her layoff, with combined service counting toward progression to the next step, if he or she is appointed to a position in the Step Progression Pay Program.
    2. Have his or her seniority in the classification, from the time of original appointment to the classification to the time of layoff, restored.
    3. Have his or her accumulated and unused sick leave balance restored.
    4. Earn vacation at the accrual rate that was in effect at the time of his or her layoff, with combined service counting toward progression to the next increment in accrual rate. The employee need not satisfy the 6-month eligibility waiting period for vacation use if he or she previously satisfied that requirement.
    5. If the employee closed his or her account with the City Employees' Retirement System upon layoff, be eligible to redeposit in the City Employees' Retirement Fund an amount equal to that which he or she withdrew, plus interest, subject to any rules established by the Retirement Board.
C. An employee who refuses an offer of employment shall be removed from the reinstatement list unless his or her continued eligibility is approved by the Seattle Human Resources Director.
D. An employee who accepts appointment to a position in a classification or title other than that to which he or she has reinstatement rights shall be removed from the reinstatement list.

E. An employee who accepts appointment to a position in a classification or title other than that from which he or she was laid off within 12 months following layoff shall:
    1. Have his or her salary step placement calculated as in transfer, reduction or promotion, depending upon whether the maximum step of the new salary range is the same, lower or higher than the maximum step of the range associated with the classification or title from which the employee was laid off; provided both classifications or titles are assigned to the Step Progression Program.
    2. Complete a probationary or trial service period, as appropriate, in the new classification or title, if the position is in the classified service. Seniority in the classification or title shall begin to accrue upon completion of the probationary or trial service period. If the employee has prior standing in the classification or title, this requirement does not apply.
    3. Have his or her accumulated and unused sick leave balance restored.
    4. Earn vacation at the accrual rate that was in effect at the time of his or her layoff, with combined service counting toward progression to the next increment in accrual rate. The employee need not satisfy the 6-month eligibility waiting period for vacation use if he or she previously satisfied that requirement.
    5. If the employee closed his or her account with the City Employees' Retirement System upon layoff, be eligible to redeposit in the City Employees' Retirement Fund an amount equal to that which he or she withdrew, plus interest, subject to any rules established by the Retirement Board.

F. An employee who is not reinstated or rehired within 12 months of layoff shall be considered to have been separated from City employment.

G. An employee who is rehired more than 12 months following layoff shall not be considered to have been reinstated. He or she shall be treated as a new hire except for purposes of vacation accrual and use, and eligibility to redeposit in the City Employees' Retirement Fund an amount equal to that which he or she withdrew, plus interest, subject to any rules established by the Retirement Board.

6.2.10 Voluntary Layoff

A. When a condition of layoff exists within an employing unit, an employee in the affected classification who would not be subject to layoff in a normal order of layoff may make a written request to the appointing authority to be laid off in lieu of the least senior employee in the classification.

B. The appointing authority may approve a request for voluntary layoff as long as it mitigates the need for another layoff in the classification.

C. An employee who elects a voluntary layoff as described herein shall be subject to all terms and conditions of layoff and shall be eligible for participation in referral and reinstatement programs.

Personnel Rule 7.1 – Family and Medical Leave

7.1.0 Authority

SMC 4.04.030 and subsequent revisions thereto, Definitions

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-Making Authority

SMC 4.20.060 and subsequent revisions thereto, Credit for Unpaid Absences

SMC 4.26 and subsequent revisions thereto, Family and Medical Leave

SMC 4.30 and subsequent revisions thereto, Documentation of Eligibility for Certain Uses of Sick Leave and Funeral Leave

SMC 4.36.125 and subsequent revisions thereto, Determination of Creditable Service

RCW 49.78.005, Administration and enforcement of this chapter to cease while federal family and medical leave act provides the same or more family leave--Rights under RCW 49.78.070(1)(b) preserved—Enforcement.

Family and Medical Leave Act of 1993 as amended (Regulations at 29 CFR, Chapter V, Section 825)

7.1.1 Definitions

A. "Active duty" shall mean duty under a call or order to active duty under a provision of law referred to in 10 U.S.C. § 101(a)(13).

B. "Appointing authority" shall mean the head of an employing unit authorized by ordinance or City Charter to employ others on behalf of the City, or a designated management representative. The term includes and can be used interchangeably with department head, department director, superintendent, and chief.

C. "Child" shall mean a biological, adopted or foster child, a stepchild, a legal ward, or the child of a person standing in loco parentis, who is 18 years of age or younger, or who is older than 18 but incapable of self-care because of a mental or physical condition at the time the leave is to commence.

D. "Contingency operation" has the same meaning given such term in 10 U.S.C. § 101(a)(13).

E. "Covered servicemember" shall mean

   1. A member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of

duty while on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

2. A veteran of the Armed Forces who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness incurred in the line of duty while on active duty in the Armed Forces and who was a member of the Armed Forces at any time during the period of 5 years preceding the date on which the veteran undergoes the medical treatment, recuperation or therapy.

3. Any other individual who is a "covered servicemember" under the terms of the federal Family and Medical Leave Act and its implementing regulations.

F. "Domestic partner" shall mean an individual with whom an employee shares the same regular and permanent residence, has a close personal relationship, and has agreed to be jointly responsible for basic living expenses incurred during the domestic partnership. To qualify to use sick leave to care for a domestic partner, an employee must file an affidavit of domestic partnership with his or her employing unit attesting that:

1. He or she is not married, and
2. He or she and his or her domestic partner is 18 years of age or older, and
3. They are not related by blood closer than would bar marriage in Washington, and
4. They were mentally competent to consent to contract when their domestic partnership commenced, and
5. They are each other's sole domestic partner, and
6. Any other domestic partnership in which the employee or his or her domestic partner participated with a third party was terminated not less than 90 days prior to the date he or she files an affidavit of domestic partnership or by the date of the death of the third party, whichever was earlier.

G. "Equivalent position" shall mean a position in which the employee enjoys the same status, seniority, rate of pay and benefits.

H. "Family and Medical Leave" shall mean properly certified paid or unpaid leave taken by an employee for a qualifying condition. The Family and Medical Leave entitlement is pro-rated for part-time employees.

I. "Intermittent or reduced leave schedule" shall mean paid or unpaid Family and Medical Leave that is taken sporadically or that results in a temporary reduction of the employee's normal work schedule, respectively.

J. "Military exigency" means a necessity arising out of the fact that a servicemember is on active duty or call to active duty status. "Military exigency"

has the same meaning as set forth in the federal Family and Medical Leave Act and its implementing regulations.

K. "Next of kin," used with respect to an individual, means the nearest blood relative of that individual.

L. "Outpatient status," with respect to a covered servicemember, shall mean the status of a member of the Armed Forces assigned to one of the following:

1. A military medical treatment facility as an outpatient
2. A unit established for the purpose of providing command and control of members of the Armed forces receiving medical care as outpatients.

M. "Parent" shall mean the biological, step or adoptive mother or father of the employee or the employee's spouse or domestic partner. Parent includes an individual who stood in loco parentis to the employee when the employee was a child; i.e., an individual who acted as a parent and who had day-to-day responsibilities to care for and financially support the employee. A legal or biological relationship is not necessary.

N. "Seattle Human Resources Director" shall mean the head of the Seattle Department of Human Resources or his or her designated management representative.

O. "Probationary employee" shall mean an employee who has been appointed to a position within the classified service but who has not completed a 1-year period of probation.

P. "Regularly appointed employee" shall mean an individual who has a probationary, trial service, regular or exempt appointment to a position of City employment.

Q. "Rolling 12-month period" shall mean a 12-month period measured backward from the first day that an employee takes unpaid Family and Medical Leave; each time an employee takes Family and Medical Leave the remaining leave entitlement would be any balance of the leave hours which has not been used during the immediately preceding 12 months.

R. "Seniority" shall mean a regular employee's length of continuous service in his or her present class and all higher classes since original appointment to that class, excluding any break in service occasioned by a quit, resignation, retirement or discharge.

S. "Serious health condition" shall mean an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.

T. "Single 12-month period" shall mean a 12-month period in which Covered Servicemember Family Medical Leave and other types of FML Leave may be taken for a total of 26 work weeks measured forward from the first day family medical leave is taken and ending 12 months after that date.;

U. "Son or daughter" shall mean a biological, adopted or foster child, a stepchild, a legal ward, or the child of a person standing in loco parentis, of any age.

V. "Status" shall mean the condition of being exempt, probationary or regular in the current position or class.

7.1.2 Application of this Rule

A. This Rule applies to regularly appointed employees.

B. For regularly appointed employees who are represented under the terms of a collective bargaining agreement, this Rule prevails except where it conflicts with the collective bargaining agreement, any memoranda of agreement or understanding signed pursuant to the collective bargaining agreement, or any recognized and established practice relative to the members of the bargaining unit.

C. This Rule does not apply to individuals hired by the City on a temporary, intermittent or seasonal basis, or for a work schedule of fewer than 20 hours per week nor does it apply to individuals hired under contract to the City. Personnel Rule 11 pertains to temporary employees, and these workers are subject to applicable federal, state and local laws.

D. This Rule does not apply to individuals who are employed under the terms of a grant that includes family and medical leave provisions that conflict with this Rule.

E. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of the personnel system within their employing units, provided that such policies and procedures do not conflict with the provisions of this Rule.

7.1.3 Family and Medical Leave

The City adopts and adheres to the state and federal Family and Medical Leave Act as amended and implementing regulations, except where the City ordinance provides a greater benefit.

A. Eligibility

1. All full-time employees that have completed six months of employment are eligible for unpaid Family and Medical Leave. The Family and Medical Leave entitlement is pro-rated for part-time employees.
2. Where an employee and his or her spouse/domestic partner both work for the City, each is entitled to up to the maximum amount of Family and Medical Leave, pro-rated for part-time employees.

B. Qualifying Conditions

An employee may take unpaid Family and Medical Leave for any 1 or a combination of the following reasons:

1. The non-medical care of the child of the employee or of the employee's spouse/domestic partner after birth;

2. The placement of a child with the employee or his or her spouse/domestic partner for adoption or foster care;

3. The care of the employee's spouse/domestic partner, or a child or parent of the employee or his or her spouse/domestic partner who has a serious health condition; or

4. The employee's own serious health condition that makes the employee unable to perform the functions of his or her job.

5. A qualifying military exigency for the spouse/domestic partner, son, daughter or parent of the employee set forth in the federal Family and Medical Leave Act and its implementing regulations, including

   i. Short notice deployment

   ii. Military events and related activities

   iii. Childcare and school activities

   iv. Financial and legal arrangements

   v. Counseling

   vi. Rest and recuperation

   vii. Post-deployment activities

6. The care of a spouse/domestic partner, parent, son, daughter, or next of kin who is a covered servicemember and has a serious illness or injury under the terms and circumstances that such leave would be available under the federal Family and Medical Leave Act and its implementing regulations.

C. Family and Medical Leave Entitlement

1. The City's Family and Medical Leave Program provides for

   i. Up to the equivalent of 520 regular work hours (90 calendar days) of unpaid leave per rolling 12-month period for a combination of one or more of all leave categories described above in 7.1.3 B, except for leave to care for a covered servicemember (7.1.3 B.6); or

   ii. Up to 26 workweeks per single 12-month period for the care of a covered servicemember.

   The total combined leave for covered servicemember care and all other categories of family and medical qualifying leave may not exceed 26 work weeks in a single 12-month period.

2. An employee is eligible to take Family and Medical Leave on an intermittent basis or reduced leave schedule where the leave is taken for a serious health condition of the employee or an eligible family member and such intermittent or reduced schedule leave is medically necessary. An employee is also eligible to take Family and Medical Leave on an intermittent basis or reduced leave schedule for a qualifying military

exigency, regardless of medical necessity. The available leave is pro-rated for a part-time employee based on the normal work schedule. If the employee works a fluctuating schedule, the amount of leave available shall be based on the straight-time hours worked during the 12 months immediately preceding the pay period in which the leave is to begin. Intermittent and reduced leave schedule Family and Medical Leave may be taken in 15-minute increments. Any paid leave taken for a Family and Medical Leave-qualifying reason may also be taken in 15-minute increments.

An employee who takes Family and Medical leave on an intermittent or reduced leave schedule for planned medical treatments may be temporarily transferred to a position that better accommodates the intermittent or reduced leave schedule. The position to which the employee is transferred must have equivalent pay and benefits. The employee must be restored to the position from which he or she was transferred when his or her Family and Medical Leave terminates or his or her entitlement expires. The hours worked in the alternate position do not count against the employee's Family and Medical Leave entitlement.

3. The entitlement to the equivalent of 520 regular work hours of unpaid leave for all leave categories described above in 7.1.3 B, except for leave to care for a covered servicemember (7.1.3 B.6) is per rolling 12-month period measured backward from the current date. The entitlement to 26 work weeks of unpaid leave for the care of a covered servicemember is per single 12-month period from when the leave begins.
4. The entitlement to Family and Medical Leave taken for the non-medical care of the employee's newborn child or a child placed with the employee or his or her spouse/domestic partner for foster care or adoption expires 12 months after the birth or placement of the child. Leave taken for this reason must be concluded by the first anniversary of the child's birth or placement.
5. An employee may use any paid leave balance to cover an absence for a Family and Medical Leave-qualifying condition. The Family and Medical Leave-qualifying condition must satisfy the requirements of the paid leave program utilized as well. The employee's use of paid leave may be instead of or in addition to unpaid Family and Medical Leave. Paid leave taken for a Family and Medical Leave-qualifying condition is subject to the protections provided under Rule 7.1.3 (D) as long as it is properly certified.

D. Family and Medical Leave Protections

1. An employee is entitled to take Family and Medical Leave for a qualifying condition as defined in Personnel Rule 7.1.3 (B).
2. An employee must be reinstated to the position from which he or she took Family and Medical Leave or to an equivalent position. The employee's

right to restoration to the same or equivalent position is no greater than if the employee had been continuously working.

3. The City shall maintain an employee's coverage under one of the City's group health plans while on Family and Medical Leave at the level and under the conditions the coverage would have been provided if the employee had continued in employment continuously for the duration of such leave. If the employee fails to return from unpaid Family and Medical Leave for any reason other than a continuation, recurrence or onset of his or her serious health condition or because of other circumstances beyond the employee's control, he or she may be required to reimburse the City for such coverage. A service or disability retirement, or a return to work for a minimum of 30 days prior to separation shall be considered a return to work for purposes of this Rule.

3. An employee's paid or unpaid absences that are designated and certified as Family and Medical Leave-qualifying cannot be used as the basis, in whole or in part, for an adverse personnel action.

E. Notice and Certification Requirements

1. The appointing authority or designated management representative shall conspicuously post the United States Department Of Labor bulletin, "Your Rights Under the Family and Medical Leave Act of 1993" and the City's bulletin, "Notice to Employees Explaining Family and Medical Leave Benefits, Conditions and Obligations." It is the responsibility of the appointing authority or designated management representative to inform employees when their absences may qualify for Family and Medical Leave and to designate their leaves as such.

    a. Employees shall provide at least 30 days' advance notice of the need and reason to take Family and Medical Leave when the need for leave is foreseeable. In the case of an unforeseen need for leave, employees shall provide notice of the need and reason to take Family and Medical Leave as soon as possible. If an employee is unable to provide notice of the need and reason for leave, the City shall accept notice from the employee's representative.

    b. When Family and Medical Leave is taken for the employee's serious health condition or the serious health condition of the employee's spouse/domestic partner or the child or parent of the employee or his or her spouse/domestic partner, the employee shall furnish a health care provider's certification of the condition and the need for leave. When Family and Medical Leave is taken for a qualifying military exigency, the employee shall provide a copy of the servicemember's active duty orders or other documentation issued by the military which indicates that the covered military member is on or will be called to active duty in support of a contingency operation.

An employee's leave cannot be denied pending receipt of a health care provider's certification of the serious health condition. The employee shall be placed on provisional Family and Medical Leave. If the employee fails to provide adequate certification within 15 calendar days of his or her notification of the need and reason for Family and Medical Leave, his or her leave taken to date shall be converted to unprotected paid leave or unpaid leave, as appropriate.

c. An employee who takes vacation, sick leave, personal holidays, compensatory time off, or executive or merit leave for a Family and Medical Leave-qualifying condition shall be subject to the notice and certification requirements of the Family and Medical Leave program.

d. The appointing authority may require recertification of an employee's need for continuing Family and Medical Leave, but may not require such recertification more often than every 30 days.

7.1.4 Return to Work

A. An employee shall be required to provide a medical release to return to work when leave has been taken for his or her own serious health condition. The appointing authority shall inform the employee of this requirement at the time that the employee's leave is designated as Family and Medical Leave. If the employee is not informed of this need for a medical release when his or her leave is designated as Family and Medical Leave, the appointing authority may not require the medical release.

B. An employee who is released to return to work before his or her Family and Medical Leave expires shall notify the appointing authority to schedule a return date. If the employee does not want to return before the end of the original leave, the appointing authority has the discretion to approve an unpaid personal leave of absence for the duration.

C. An employee who fails to return from Family and Medical Leave or who continues on unpaid leave after his or her Family and Medical Leave is exhausted shall not be entitled to maintenance of his or her health care coverage or restoration to his or her position unless he or she is eligible for and granted a sabbatical leave of absence which provides for health care coverage.

D. An employee who fails to return to work from Family and Medical Leave for any reason other than a continuation of his or her serious health condition or other circumstances beyond the employee's control shall be treated as a voluntary quit. The appointing authority will provide the employee written notice via personal delivery or certified mail of this intended personnel action. If the employee fails to respond to the notice within five business days of the notice being sent, the personnel action will be final on the date the Family and Medical Leave was scheduled to end.

7.1.5 Effect of Unpaid Leave on Service Credit

A. An employee who takes unpaid leave of absence authorized under Personnel Rule 7.1, Family and Medical Leave; Personnel Rule 7.2, Pregnancy Disability Leave and Limited Duty Assignment; Personnel Rule 7.3, Leave of Absence; or Personnel Rule 7.4, Sabbatical Leave shall have any period(s) of unpaid leave deducted from his or her service credit for purposes of calculating seniority for layoff.

B. A probationary employee who takes unpaid leave of absence authorized under Personnel Rule 7.1, Family and Medical Leave; Personnel Rule 7.2, Pregnancy Disability Leave and Limited Duty Assignment; Personnel Rule 7.3, Leave of Absence; or Personnel Rule 7.4, Sabbatical Leave, or who takes paid leave authorized under Personnel Rule 7.6, Vacation; Personnel Rule 7.8, Sick Leave and Sick Leave Transfer; or Personnel Rule 7.9, Funeral Leave shall have his or her probationary period adjusted for any period(s) of absence in excess of 30 working days.

C. An employee who takes unpaid Family and Medical Leave may continue to pay his or her contributions to the retirement system in exchange for retirement service credit; otherwise, any period of unpaid Family and Medical Leave is deducted from his or her service credit.

D. An employee who takes unpaid leave of absence authorized under Personnel Rule 7.1, Family and Medical Leave; Personnel Rule 7.2, Pregnancy Disability Leave and Limited Duty Assignment; Personnel Rule 7.3, Leave of Absence; or Personnel Rule 7.4, Sabbatical Leave shall have his or her next salary increment date adjusted for any period(s) of absence in excess of the equivalent of 240 regular pay hours.

7.1.6 Unpaid Leave Limitations

No period of unpaid leave or combination of unpaid leaves granted under Personnel Rule 7.1, Family and Medical Leave; Personnel Rule 7.2, Pregnancy Disability Leave and Limited Duty Assignment; Personnel Rule 7.3, Leave of Absence; or Personnel Rule 7.4, Sabbatical Leave shall exceed 12 months except with the prior approval of the appointing authority and the Seattle Human Resources Director.

Personnel Rule 7.2 – Pregnancy Disability Leave

7.2.0 Authority

SMC 4.04.030 and subsequent revisions thereto, Definitions

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-Making Authority

SMC 4.10 and subsequent revisions thereto, Limited Duty Assignments—Pregnancy

SMC 4.20.060 and subsequent revisions thereto, Credit for Unpaid Absences

RCW 49.60.180, Unfair practices of employers

WAC 162-30-020, Pregnancy, childbirth, and pregnancy-related conditions

7.2.1 Definition**s**

A. "Appointing authority" shall mean the head of an employing unit authorized by ordinance or City Charter to employ others on behalf of the City or a designated management representative. The term includes and can be used interchangeably with department head, department director, superintendent, or chief.
B. "Equivalent position" shall mean a position in which the employee enjoys the same status, seniority, rate of pay and benefits.
C. "Limited duty assignment" shall mean a temporary alternative or modified body of work for which the employee is qualified and the department has a need.
D. "Seattle Human Resources Director" shall mean the head of the Seattle Department of Human Resources or his or her designated management representative.
E. "Probationary employee" shall mean an employee who has been appointed to a position within the classified service but who has not completed a 1-year period of probation.
F. "Regularly appointed employee" shall mean an individual with a probationary, regular or exempt appointment to a position of City employment.
G. "Seniority" shall mean a regular employee's length of continuous service in his or her current classification and all higher classifications since original appointment to that classification, excluding any break in service occasioned by a quit, resignation, retirement or discharge.

7.2.2 Application of this Rule

A. The provisions of this Rule apply to regularly appointed employees.
B. For regularly appointed employees who are represented under the terms of a collective bargaining agreement, this Rule prevails except where it conflicts with

the collective bargaining agreement, any memoranda of agreement or understanding signed pursuant to the collective bargaining agreement, or any recognized and established practice relative to the members of the bargaining unit.

C. This Rule does not apply to individuals who are employed under the terms of a grant that includes pregnancy disability leave provisions that conflict with this Rule.
D. This Rule does not apply to individuals hired by the City on a temporary, intermittent or seasonal basis, or for a work schedule of fewer than 20 hours per week, nor does it apply to individuals hired under contract to the City.
E. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of the personnel system within their employing units, provided that such policies and procedures do not conflict with the provisions of this Rule.

7.2.3 Pregnancy Disability Leave

An employee may take an unpaid pregnancy disability leave of absence for the actual period of sickness or temporary disability related to pregnancy or childbirth, following the use of her accumulated sick leave. Pregnancy disability leave must be granted in addition to the employee's entitlement to Family and Medical Leave if she so chooses.

A. The employee shall notify her appointing authority at the earliest possible date of the need for pregnancy disability leave. Notification shall include a certification from the employee's health care provider outlining the medical necessity for pregnancy disability leave and estimating the duration of the leave.
B. If the employee's need for pregnancy disability leave extends beyond the date originally estimated by the health care provider, her request for an extension shall be supported by a certification from the health care provider explaining the medical necessity for such extension and estimating the expected duration.
C. Upon return from pregnancy disability leave, an employee shall be reinstated to the same or equivalent position from which she took the leave, except that her right to reinstatement is no greater than if she had been actively working. An employee who takes additional paid leave or unpaid leave after pregnancy disability leave and prior to returning to work is subject to the reinstatement provisions of those leave programs.
D. An employee who fails to return to work from pregnancy disability leave and who does not qualify for or is not granted additional leave by her appointing authority shall be treated as a voluntary quit. The appointing authority will provide the employee written notice via personal delivery or certified mail of this intended personnel action. If the employee fails to respond to the notice within five business days of the notice being sent, the personnel action will be final on the date the pregnancy disability leave was scheduled to end.

7.2.4 Limited Duty Assignment

The appointing authority or designated management representative may provide a temporary limited duty assignment for an employee who wants to continue working prior to or instead of taking pregnancy disability leave, but who is unable to perform the full duties of her position in a safe and satisfactory manner. A limited duty assignment made under this Rule shall not constitute a promotion. An employee's compensation shall not be reduced for the first 60 calendar days of a limited duty assignment. Thereafter, compensation for a limited duty assignment shall be in accordance with step placement rules for the compensation program that governs the classification or title of the limited duty assignment.

7.2.5 Effect of Unpaid Leave on Service Credit

A. An employee who takes unpaid leave of absence authorized under Personnel Rule 7.1, Family and Medical Leave; Personnel Rule 7.2, Pregnancy Disability Leave and Limited Duty Assignment; Personnel Rule 7.3, Leave of Absence; or Personnel Rule 7.4, Sabbatical Leave shall have any period(s) of unpaid leave deducted from his or her service credit for purposes of calculating seniority for layoff.
B. A probationary employee who takes unpaid leave of absence authorized under Personnel Rule 7.1, Family and Medical Leave; Personnel Rule 7.2, Pregnancy Disability Leave and Limited Duty Assignment; Personnel Rule 7.3, Leave of Absence; or Personnel Rule 7.4, Sabbatical Leave, or who takes paid leave authorized under Personnel Rule 7.6, Vacation; Personnel Rule 7.8, Sick Leave and Sick Leave Transfer; or Personnel Rule 7.9, Funeral Leave shall have his or her probationary period adjusted for any period(s) of absence in excess of 30 working days.
C. An employee who takes unpaid leave of absence authorized under Personnel Rule 7.2, Pregnancy Disability Leave and Limited Duty Assignment; Personnel Rule 7.3, Leave of Absence; or Personnel Rule 7.4, Sabbatical Leave shall have any period(s) of absence deducted from his or her service credit for purposes of calculating retirement eligibility and benefit, if applicable.
D. An employee who takes unpaid leave of absence authorized under Personnel Rule 7.1, Family and Medical Leave; Personnel Rule 7.2, Pregnancy Disability Leave and Limited Duty Assignment; Personnel Rule 7.3, Leave of Absence; or Personnel Rule 7.4, Sabbatical Leave shall have his or her next salary increment date adjusted for any period(s) of absence in excess of the equivalent of 240 regular pay hours.

7.2.6 Unpaid Leave Limitations

No period of unpaid leave or combination of unpaid leaves granted under Personnel Rule 7.1, Family and Medical Leave; Personnel Rule 7.2, Pregnancy Disability Leave and Limited Duty Assignment; Personnel Rule 7.3, Leave of Absence; or Personnel Rule 7.4, Sabbatical Leave shall exceed 12 months except with the prior approval of the appointing authority and the Seattle Human Resources Director.

Personnel Rule 7.3 – Leave of Absence

7.3.0 Authority

RCW 1.16.050 – Legal Holidays and Legislatively Recognized Days

SMC 4.04.030 and subsequent revisions thereto, Definitions

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-Making Authority

SMC 4.20.060 and subsequent revisions thereto, Credit for Unpaid Absences

SMC 4.34.055 and subsequent revisions thereto, Use and Scheduling of Vacation

Americans With Disabilities Act of 1990, and Civil Rights Act of 1964 (Regulations to Implement the Equal Employment Provisions at 29 CFR Part 1630)

7.3.1 Definition

A. "Appointing authority" shall mean the head of an employing unit authorized by ordinance or City Charter to employ others on behalf of the City, or a designated management representative. The term includes and can be used interchangeably with department head, department director, superintendent, or chief.
B. "Leave of absence for medical reasons" shall mean an unpaid absence longer than 15 calendar days but no longer than 12 months that an appointing authority may grant to an employee who needs time off for recovery from his or her own personal illness or injury.
C. "Leave of absence for personal reasons" shall mean an unpaid absence longer than 15 calendar days but no longer than 12 months that an appointing authority may grant to an employee for reasons other than his or her own personal illness or injury.
D. "Seattle Human Resources Director" shall mean the head of the Seattle Department of Human Resources or his or her designated management representative.
E. "Probationary employee" shall mean an employee who has been appointed to a position within the classified service but who has not completed a one-year period of probation.
F. "Regularly appointed employee" shall mean an individual with a probationary, regular or exempt appointment to a position of City employment.
G. "Seniority" shall mean a regular employee's length of continuous service in his or her current classification and all higher classifications since original appointment to that classification, excluding any break in service occasioned by a quit, resignation, retirement or discharge.

7.3.2 Application of this Rule

A. The provisions of this Rule apply to regularly appointed employees.
B. For regularly appointed employees who are represented under the terms of a collective bargaining agreement, this Rule prevails except where it conflicts with the collective bargaining agreement, any memoranda of agreement or understanding signed pursuant to the collective bargaining agreement, or any recognized and established practice relative to the members of the bargaining unit.
C. This Rule does not apply to individuals who are employed under the terms of a grant that includes leave of absence provisions that conflict with this Rule.
D. This Rule does not apply to individuals hired by the City on a temporary, intermittent or seasonal basis, or for a work schedule of fewer than 20 hours per week, nor does it apply to individuals hired under contract to the City.
E. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of the personnel system within their employing units, provided that such policies and procedures do not conflict with the provisions of this Rule.

7.3.3 Leave of Absence

A. An employee may request, and the appointing authority may grant a leave of absence without pay for a maximum of 12 consecutive months for personal or medical reasons. The appointing authority shall not approve an unpaid leave of absence for medical reasons if the employee's request qualifies for Family and Medical Leave and he or she has not exhausted the unpaid Family and Medical Leave entitlement. A leave of absence granted as a reasonable accommodation to a qualified individual with a disability shall be administered under Rule 7.3.4.
B. All terms and conditions of an unpaid leave of absence, including whether the employee's job will be held for his or her return, shall be established in writing by the appointing authority prior to the commencement of the leave.
    1. An employee shall have no greater right to reinstatement than if he or she had been continuously working during the leave period.
    2. In order to monitor the employee's medical progress and to manage workload issues arising from his or her absence, the appointing authority may require an employee to produce certification from a health care provider of the continuing need for an unpaid leave of absence for medical reasons on a regular basis but not more frequently than once every 30 days. The appointing authority may withhold approval of each additional period of leave pending receipt of such certification.
    3. The appointing authority may require a medical release upon the employee's return from leave of absence for medical reasons to verify that the employee is able to perform the essential functions of the job. If the appointing authority has approved an unpaid leave of absence for medical reasons that runs concurrently with the employee's Family and Medical Leave, the medical certification and release protocols of the Family and Medical Leave program apply.

4. An employee whose request for an unpaid leave of absence for medical reasons is approved shall not accept employment elsewhere, either paid or unpaid, without the prior approval of the appointing authority.

C. With the approval of the appointing authority, an employee need not exhaust the paid leave balances for which he or she is eligible prior to taking a personal leave of absence. However, an employee's accumulated sick leave must be used before an employee is granted a leave of absence for medical reasons for which he or she is not receiving workers' compensation benefits.

D. All requests for a personal or medical leave of absence shall be made by the employee in writing to his or her appointing authority. Such requests shall specify the general nature of the request (e.g., "personal illness," "extended vacation," etc.) and the employee's expected date of return to work.

E. Extension of a leave of absence beyond 12 months requires the concurrence of both the appointing authority and the Seattle Human Resources Director.

F. An employee who fails to return to work from a personal or medical leave of absence for any reason and who does not obtain the appropriate approvals for an extension of or an additional leave of absence shall be treated as a voluntary quit. The appointing authority will provide the employee written notice via personal delivery or certified mail of this intended personnel action. If the employee fails to respond to the notice within five business days of the notice being sent, the personnel action will be final on the date the leave of absence was scheduled to end.

7.3.4 Leave of Absence as an ADA/WLAD Reasonable Accommodation

A. The appointing authority shall approve an unpaid leave of absence for medical reasons as a reasonable accommodation under the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD) under the following conditions, except where such leave of absence constitutes an undue hardship.

1. A leave of absence shall be approved when the employing unit and the Seattle Human Resources Director have been otherwise unable to accommodate the employee's disability with modifications to the employee's job, work environment, or other conditions of employment, or with a reassignment to another job for which the employee is qualified, with or without accommodation. The purpose of a leave of absence approved under this Rule is to permit the employee and the City to continue to search for an appropriate job placement.
2. A leave of absence shall be approved when the employee's disabling condition is not stabilized, making modifications to his or her job, work environment or other conditions of employment premature. The purpose of a leave of absence approved under this Rule is to provide the employee with time for such treatment or rehabilitation as is necessary to stabilize his or her condition.

B. The appointing authority may require such job-related medical information as is necessary to ascertain the appropriateness of a leave of absence as an accommodation.
C. A leave of absence approved as an accommodation under ADA/WLAD shall be unconditional. However, depending on the employee's disability, the guarantee of restoration may be to City employment rather than to a specific position. In addition, the employee's right to restoration is no greater than if he or she were not on leave of absence.
D. A leave of absence approved as an accommodation under ADA/WLAD shall not exceed 12 months duration without the concurrence of the appointing authority and the Seattle Human Resources Director.
E. If, at the end of the leave of absence, the employee is unable to perform the essential functions of any available job for which he or she is qualified, with or without accommodation or no appropriate job vacancy exists, the employee may resign or may be separated as a voluntary quit.

7.3.5 Unpaid Religious Days

A. Pursuant to the authority of RCW 1.16.050, an employee is entitled to two unpaid days per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. These days shall be taken in increments of a whole calendar day and may not be carried over from year to year.

B. An employee may take the unpaid religious days at any time with supervisory approval. The employee's supervisor or other management representative may deny the use of an unpaid religious day if the employee is necessary to maintain public safety, or if the employee's absence creates an undue hardship as defined by the Washington State Office of Financial Management.

C. Effect of unpaid religious days on an employee's service credit shall be consistent with Personnel Rule 7.3.6.

D. The City will continue to provide reasonable accommodation based on religion under federal law to employees who seek accommodation in addition to the two unpaid days.

7.3.6 Effect of Unpaid Leave on Service Credit

A. An employee who takes unpaid leave of absence authorized under Personnel Rule 7.1, Family and Medical Leave; Personnel Rule 7.2, Pregnancy Disability Leave and Limited Duty Assignment; Personnel Rule 7.3, Leave of Absence; or Personnel Rule 7.4, Sabbatical Leave shall have any period(s) of unpaid leave deducted from his or her service credit for purposes of calculating seniority for layoff.

B. A probationary employee who takes unpaid leave of absence authorized under Personnel Rule 7.1, Family and Medical Leave; Personnel Rule 7.2, Pregnancy Disability Leave and Limited Duty Assignment; Personnel Rule 7.3, Leave of Absence; or Personnel Rule 7.4, Sabbatical Leave, or who takes paid leave authorized under Personnel Rule 7.6, Vacation; Personnel Rule 7.8, Sick Leave and Sick Leave Transfer; or Personnel Rule 7.9, Funeral Leave shall have his or her probationary period adjusted for any period(s) of absence in excess of 30 working days.
C. An employee who takes unpaid leave of absence authorized under Personnel Rule 7.2, Pregnancy Disability Leave and Limited Duty Assignment; Personnel Rule 7.3, Leave of Absence; or Personnel Rule 7.4, Sabbatical Leave shall have any period(s) of absence deducted from his or her service credit for purposes of calculating retirement eligibility and benefit, if applicable.
D. An employee who takes unpaid leave of absence authorized under Personnel Rule 7.1, Family and Medical Leave; Personnel Rule 7.2, Pregnancy Disability Leave and Limited Duty Assignment; Personnel Rule 7.3, Leave of Absence; or Personnel Rule 7.4, Sabbatical Leave shall have his or her next salary increment date adjusted for any period(s) of absence in excess of the equivalent of 240 regular pay hours.

7.3.7 Unpaid Leave Limitations

No period of unpaid leave or combination of unpaid leaves granted under Personnel Rule 7.1, Family and Medical Leave; Personnel Rule 7.2, Pregnancy Disability Leave and Limited Duty Assignment; Personnel Rule 7.3, Leave of Absence; or Personnel Rule 7.4, Sabbatical Leave shall exceed 12 months except with the prior approval of the appointing authority and the Seattle Human Resources Director.

Personnel Rule 7.4 – Sabbatical Leave

7.4.0 Authority

SMC 4.04.030 and subsequent revisions thereto, Definitions

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-Making Authority

SMC 4.20.060 and subsequent revisions thereto, Credit for Unpaid Absences

SMC 4.33 and subsequent revisions thereto, Sabbatical Leave

7.4.1 Definitions

A. "Appointing authority" shall mean the head of an employing unit authorized by ordinance or City Charter to employ others on behalf of the City, or a designated management representative. The term includes and can be used interchangeably with department head, department director, superintendent, and chief.
B. "Seattle Human Resources Director" shall mean the head of the Seattle Department of Human Resources or his or her designated management representative.
C. "Probationary employee" shall mean an employee who has been appointed to a position within the classified service but who has not completed a 1-year period of probation.
D. "Regularly appointed employee" shall mean an individual with a probationary, regular or exempt appointment to a position of City employment.
E. "Sabbatical leave" shall mean an unpaid leave of absence not to exceed 12 months duration for which an employee may apply after completion of 7 years of continuous full-time service or the equivalent thereof.
F. "Seniority" shall mean a regular employee's length of continuous service in his or her current classification and all higher classifications since original appointment to that classification, excluding any break in service occasioned by a quit, resignation, retirement or discharge.

7.4.2 Application of this Rule

A. The provisions of this Rule apply to regularly appointed employees.
B. For regularly appointed employees who are represented under the terms of a collective bargaining agreement, this Rule prevails except where it conflicts with the collective bargaining agreement, any memoranda of agreement or understanding signed pursuant to the collective bargaining agreement, or any recognized and established practice relative to the members of the bargaining unit.
C. This Rule does not apply to individuals who are employed under the terms of a grant that includes sabbatical leave provisions that conflict with this Rule.

D. This Rule does not apply to individuals hired by the City on a temporary, intermittent or seasonal basis, or for a work schedule of fewer than 20 hours per week, nor does it apply to individuals hired under contract to the City.
E. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of the personnel system within their employing units, provided that such policies and procedures do not conflict with the provisions of this Rule.

7.4.3 Sabbatical Leave

A. An employee may request, and the appointing authority may grant a sabbatical leave of absence not to exceed 12 consecutive months, to an employee who has completed the equivalent of 7 consecutive years of full-time regular City service. An employee who takes a sabbatical leave is entitled to return, at the conclusion of the leave, to the position from which he or she left, or a position in the same employing unit that is substantially similar in duties, responsibilities and compensation. The employee's right to return is no greater than if he or she had been actively working during the leave period.
B. Upon commencing a sabbatical leave, an employee may opt to take a lump sum cash-out of any or all of his or her sick leave balance over 240 hours, at the rate of one hour's pay for every four hours of sick leave. The cashed-out sick leave is deleted from the employee's sick leave balance.
C. Employees are not required to exhaust their paid leave balances prior to beginning a sabbatical leave.
D. To the extent allowed by the City's agreements with health care providers or insurers, the employing unit will pay the employer's portion of an employee's health care benefits while the employee is on sabbatical leave, at the rate of 1 month of coverage for each full year of service.
E. Following a sabbatical leave, an employee must complete an additional 7 years of full-time service, or the equivalent thereof, to be eligible for another sabbatical leave.
F. An employee who fails to return to work from a sabbatical leave shall be treated as a voluntary quit. The appointing authority will provide the employee written notice via personal delivery or certified mail of this intended personnel action. If the employee fails to respond to the notice within five business days of the notice being sent, the personnel action will be final effective the date the sabbatical leave was scheduled to end.

7.4.4 Effect of Unpaid Leave on Service Credit

A. An employee who takes unpaid leave of absence authorized under Personnel Rule 7.1, Family and Medical Leave; Personnel Rule 7.2, Pregnancy Disability Leave and Limited Duty Assignment; Personnel Rule 7.3, Leave of Absence; or Personnel Rule 7.4, Sabbatical Leave shall have any period(s) of unpaid leave deducted from his or her service credit for purposes of calculating seniority for layoff.

B. A probationary employee who takes unpaid leave of absence authorized under Personnel Rule 7.1, Family and Medical Leave; Personnel Rule 7.2, Pregnancy Disability Leave and Limited Duty Assignment; Personnel Rule 7.3, Leave of Absence; or Personnel Rule 7.4, Sabbatical Leave, or who takes paid leave authorized under Personnel Rule 7.6, Vacation; Personnel Rule 7.8, Sick Leave and Sick Leave Transfer; or Personnel Rule 7.9, Funeral Leave shall have his or her probationary period adjusted for any period(s) of absence in excess of 30 working days.
C. An employee who takes unpaid leave of absence authorized under Personnel Rule 7.2, Pregnancy Disability Leave and Limited Duty Assignment; Personnel Rule 7.3, Leave of Absence; or Personnel Rule 7.4, Sabbatical Leave shall have any period(s) of absence deducted from his or her service credit for purposes of calculating retirement eligibility and benefit, if applicable.
D. An employee who takes unpaid leave of absence authorized under Personnel Rule 7.1, Family and Medical Leave; Personnel Rule 7.2, Pregnancy Disability Leave and Limited Duty Assignment; Personnel Rule 7.3, Leave of Absence; or Personnel Rule 7.4, Sabbatical Leave shall have his or her next salary increment date adjusted for any period(s) of absence in excess of the equivalent of 240 regular pay hours.

7.4.5 Unpaid Leave Limitations

No period of unpaid leave or combination of unpaid leaves granted under Personnel Rule 7.1, Family and Medical Leave; Personnel Rule 7.2, Pregnancy Disability Leave and Limited Duty Assignment; Personnel Rule 7.3, Leave of Absence; or Personnel Rule 7.4, Sabbatical Leave shall exceed 12 months except with the prior approval of the appointing authority and the Seattle Human Resources Director.

Personnel Rule 7.5 - Vacation

7.5.0 Authority

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-Making Authority

SMC 4.34 and subsequent revisions thereto, Vacation

SMC 4.44 and subsequent revisions thereto, Disability Compensation

7.5.1 Definitions

A. "Accrual rate" shall mean the rate at which an individual earns vacation based on his or her hours on regular pay status.
B. "Appointing authority" shall mean the head of an employing unit authorized by ordinance or City Charter to employ others on behalf of the City, or a designated management representative. The term includes and can be used interchangeably with department head, department director, superintendent, and chief.
C. "Initial appointment" shall mean the first appointment of an individual to a non-temporary position without regard for subsequent breaks in service and reappointments.
D. "Maximum allowance" shall mean 2 times an employee's annual vacation accrual rate.
E. "Primary rate of pay" shall mean an employee's straight-time rate of pay in the classification or position to which the employee is regularly appointed.
F. "Regular pay status" shall mean all non-overtime compensated hours.
G. "Regularly appointed employee" shall mean an individual who has a probationary, regular or exempt appointment to a position of City employment.
H. "Voluntary break in service" shall mean a quit, resignation, retirement, or failure to return from leave of absence, or, for temporary employees, a lack of availability for work.

7.5.2 Application of this Rule

A. The provisions of this Rule apply to all regularly appointed employees.
B. For regularly appointed employees who are represented under the terms of a collective bargaining agreement, this Rule prevails except where it conflicts with the collective bargaining agreement, any memoranda of agreement or understanding signed pursuant to the collective bargaining agreement, or any recognized and established practice relative to the members of a bargaining unit.
C. This Rule does not apply to individuals who are employed under the terms of a grant that includes vacation provisions that conflict with this Rule.

D. This Rule does not apply to individuals hired by the City on a temporary, intermittent or seasonal basis, or for a work schedule of fewer than 20 hours per week, nor does it apply to individuals hired under contract to the City.
E. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of the personnel system within their employing units, provided that such policies do not conflict with the provisions of this Rule.

7.5.3 Vacation

A. Vacation for all employees except appointing authorities is accrued based on length of service, from a minimum of 12 days to a maximum of 30 days per year for full-time employees, pro-rated for part-time employees. For purposes of calculating the vacation accrual rate, there is only 1 initial appointment date. Employees returning to City employment shall have their accrual rate restored to the level attained prior to separation.
B. Employees are required to complete more than 6 months of continuous service or 1040 hours of work, whichever is earlier, on regular pay status to be eligible to use vacation. Once served, the eligibility waiting period need not be repeated by employees returning to City service. Straight-time hours worked by temporary employees since their most recent temporary appointment count toward the eligibility period upon appointment to a regular position, as long as the most recent temporary appointment and the regular appointment are not interrupted by a voluntary break in service of longer than 30 days.
C. The appointing authority shall schedule employees' vacation to minimize interference with the functions of the employing unit and may set a minimum increment of vacation use no greater than 4 hours and no smaller than 15 minutes.
D. An employee may accumulate vacation to a maximum of twice his or her 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 his or her 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 no more than 1 such "grace period" shall be granted per 12-month period.
E. An employee who is receiving disability compensation pursuant to SMC Chapter 4.44 continues to accrue vacation and may exceed his or her maximum allowance until the employee ceases to receive such compensation. If the employee does not return to work when his or her disability compensation eligibility ends, he or she shall run out his or her vacation balance. If the employee returns to regular pay status with a vacation balance that exceeds the maximum allowance, he or she shall have 3 months from the date of return to reduce the balance, during which time he or she shall continue to accrue vacation. Failure to reduce the balance below the maximum allowance shall result in a lump sum cash-out of the employee's unused vacation balance.

F. An employee's unused vacation balance shall be cashed out upon separation from City service at the employee's primary rate of pay in effect at the time of separation.
G. An employee who takes vacation for a Family and Medical Leave-qualifying condition shall comply with the notification, certification and release protocols of the Family and Medical Leave program.
H. The appointing authority may deny use of vacation to an employee who has exhausted his or her sick leave and requests additional paid leave for medical reasons, except that the appointing authority may not deny the use of vacation to an employee with a properly certified Family and Medical Leave-qualifying condition.

7.5.4 Vacation for Appointing Authorities

A. Appointing authorities shall receive 30 working days of vacation per calendar year, regardless of their date of appointment.
B. Unused vacation days cannot be carried over from year to year, except that if an appointing authority accepts a position that accrues vacation pursuant to Personnel Rule 7.5.3, he or she may retain any of his or her current unused vacation balance for use until December 31st of the following calendar year.
C. Unused vacation days cannot be cashed out except when the appointing authority separates from City service.
D. In the event an employee who accrues vacation pursuant to Personnel Rule 7.5.3 accepts an appointment to an appointing authority position, his or her unused vacation balance shall be cashed out upon appointment.

7.5.5 Donation of Vacation Leave for Natural Disaster Relief Efforts

A. For the purposes of administering this Personnel Rule 7.5.5, a natural disaster is defined as the effect of a natural hazard (e.g. earthquake, flood, or landslide) on human populations. The Seattle Human Resources Director, in consultation with the Director of the Office of Emergency Management, shall designate which natural disasters qualify for employee donations via vacation conversion. The Seattle Human Resources Director, in consultation with the Director of Office of Emergency Management, will also designate which agencies are eligible to receive converted vacation donation.
B. An employee may voluntarily authorize the conversion of accumulated and unused vacation balances to cash for transmission by the City to a designated agency for the purposes of funding natural disaster relief. An employee may not convert more than 20 hours of his or her vacation time over the course of a calendar year, and must convert vacation time in one-hour increments. An employee may only donate vacation for natural disaster relief efforts within the time period designated by the Seattle Human Resources Director for each donation cycle.
C. An employee who chooses to donate vacation for disaster relief response shall do so using the following administrative processes:

1. The Seattle Human Resources Director shall provide and the donating employee shall sign a form stating the employee's consent to and approval of conversion of vacation hours. The employee shall state the number of vacation hours to be converted to cash for donation, and shall identify the relief agency that shall receive the funds;
2. The amount of vacation donated by any employee shall be converted to cash at the straight-time base rate of pay in effect for the employee's regular position title, exclusive of premium, shift differential or longevity payment at the time of donation;
3. The cash resulting from the converted vacation hours shall be transmitted by the Seattle Human Resources Director to the designated agency or agencies specifically for use in the designated relief efforts related to natural disasters;
4. Participating employees' accumulated and unused vacation balances shall be reduced by the number of hours designated for conversion to cash. The Director of Department of Finance and Administrative Services will adjust the accumulated and unused vacation balances for employees who select to participate in the natural disaster giving opportunities.

Personnel Rule 7.6 – Holiday Benefit

7.6.0 Authority

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-Making Authority

SMC 4.20.170 and subsequent revisions thereto, Eight-hour Day, Five-day Week

SMC 4.20.190 and subsequent revisions thereto, Holiday Pay or Time Off

SMC 4.20.200 and subsequent revisions thereto, Holiday Pay—Employee To Work Day Preceding or Following

SMC 4.20.210 and subsequent revisions thereto, Payment for Work on a Holiday

7.6.1 Definitions

A. "Hourly employee" shall mean an employee who is compensated on an hourly basis for each hour worked, including time worked beyond 40 hours in a workweek.
B. "Part-time employee" shall mean an employee whose assigned work schedule is for an average of at least 20 hours but less than 40 hours a workweek.
C. "Regularly appointed employee" shall mean an individual who has a probationary, regular or exempt appointment to a position of City employment.

7.6.2 Application of this Rule

A. The provisions of this Rule apply to regularly appointed employees.
B. For regularly appointed employees who are represented under the terms of a collective bargaining agreement, this Rule prevails except where it conflicts with the collective bargaining agreement, any memoranda of agreement or understanding signed pursuant to the collective bargaining agreement, or any recognized and established practice relative to the members of the bargaining unit.
C. This Rule does not apply to individuals who are employed under the terms of a grant that includes holiday benefit provisions that conflict with this Rule.
D. This Rule does not apply to individuals hired by the City on a temporary, intermittent or seasonal basis, or for a work schedule of fewer than 20 hours per week, nor does it apply to individuals hired under contract to the City.
E. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of the personnel system within their employing units, provided that such policies and procedures do not conflict with the provisions of this Rule.

7.6.3 Holiday Benefit

A. The City observes 10 official holidays and 2 personal holidays. Employees who are not represented by labor organizations pursuant to RCW 41.56 and who have completed eighteen thousand seven hundred twenty (18,720) hours or more on regular pay status on or before December 31, of the previous year shall be entitled to two (2) additional personal holidays in each subsequent calendar year. An official holiday that falls on a Saturday will be observed on the preceding Friday. An official holiday that falls on a Sunday will be observed on the Monday immediately following. Employees may take their personal holidays at any time with supervisory approval. Personal holidays cannot be carried over from year to year, nor can they be cashed out if not used by the end of the calendar year.
B. The holiday benefit consists of up to 8 hours of pay for full-time employees per official and personal holiday. Hourly employees on alternative work schedules (e.g., "4/40" and "9/80") will be compensated for 8 hours of pay per holiday. They may use vacation or compensatory time to make up the difference or may, at their discretion, be unpaid.
C. Part-time hourly employees receive holiday pay pro-rated based on their work schedule. If their schedule regularly fluctuates, or changes for at least 30 days prior to the holiday, the holiday benefit is based on the average straight-time hours compensated during the pay period immediately prior to the pay period in which the holiday falls.
D. An hourly employee whose normal day off falls on an officially observed holiday shall receive another day off, with pay, during the same workweek in which the holiday occurs, or be compensated for working on the holiday. A salaried employee whose normal day off falls on an officially observed holiday shall receive another day off, with pay, during the same pay period in which the holiday occurs.
E. An employee must be on pay status the regularly scheduled workday preceding or the regularly scheduled work day following a holiday in order to qualify for holiday pay, except as provided by Rule 7.6.3 (E1) and (E2).
    1. If an employee is on an authorized unpaid absence consisting of a total of 4 days or less preceding or following a holiday, he or she shall be paid for the holiday.
    2. If any 1 authorized unpaid absence consisting of a total of 4 days or less occurs such that an employee is on unpaid status preceding or following more than 1 holiday, he or she shall be compensated for the first holiday only.
F. An employee need not use his or her personal holidays prior to beginning any unpaid leave of absence or using sick leave donated to him or her under the City's Sick Leave Transfer Program.

Personnel Rule 7.7 – Sick Leave and Sick Leave Transfer

7.7.0 Authority

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-Making Authority

SMC 4.24 and subsequent revisions thereto, Sick Leave

SMC 4.26 and subsequent revisions thereto, Family and Medical Leave

SMC 4.30 and subsequent revisions thereto, Documentation of Eligibility for Certain Uses of Sick Leave and Funeral Leave

SMC 14.16 and Seattle Office of Labor Standards SHRR, Chapter 70, and subsequent revisions thereto, Paid Sick Time and Paid Safe Time

RCW 49.12.270 through 295, Sick leave, time off—Care of family members

RCW 49.46.200 through 210, Paid Sick Leave

RCW 49.78, Washington Family Leave Act

WAC 296-128-600 through 760, Minimum Wages, Paid Sick Leave

Family and Medical Leave Act of 1993 (Regulations at 29 CRF Chapter V, Section 825)

7.7.1 Definitions

The definitions below shall apply to this subchapter only.

A. "Child" shall mean a child who is the biological offspring of, an adopted child of, or under the legal guardianship, custody or foster care of an employee or an employee's spouse or domestic partner.

7.7.2 Application of this Rule

A. The provisions of this subchapter shall be applied to employees of the Seattle Municipal Court except where they conflict with any policy promulgated by the Court and/or General Court Rule 29.

7.7.3 Sick Leave Policy

A. City employees have a right to accrue and use paid sick leave as provided under the City's Paid Sick and Safe Time Ordinance and the State of Washington's Paid

Sick Leave law, and where more generous, as provided by this Rule. Retaliation against an employee for authorized use of sick leave is prohibited.

B. For the purposes of complying with the Paid Sick and Safe Time Ordinance, the City is considered a Tier 3 employer. The benefit year for sick leave use is for time processed from January 1 through December 31.

7.7.4 Sick Leave Accumulation and Use

A. Employees accumulate sick leave credit from the date of regular appointment to City service and are eligible to use sick leave for a qualifying reason after 30 calendar days of employment.
B. Employees accumulate sick leave at the rate of 0.046 hours for every straight-time hour paid. Should an employee's accrual rate fall below that required by the Paid Sick and Safe Time Ordinance, such employee shall be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimal accrual requirements.
C. The City will provide employees notice of their available sick leave on their bi-weekly time sheet and the Employee Self Service Payroll Leave Balance page.
D. Employees may accumulate sick leave with no maximum balance and no carry over limit from one year to another.
E. Sick leave use shall be in minimum increments of 15 minutes. An employee may use accumulated sick leave for the following reasons:
    1. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or an employee's need for preventive medical care; or
    2. To allow the employee to provide care for a family member with a mental or physical illness, injury, health condition; or care for a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care of a family member who needs preventative medical care, or.
    3. When the employee or officer's place of business has been closed by order of a public official for any health-related reason, to limit exposure to an infectious agent, biological toxin, or hazardous material, or when the employee's or officer's child's school or place of care has been closed for such reason, or
    4. For any of the following reasons related to domestic violence, sexual assault, or stalking, as set out in RCW 49.76.030:
        a. To enable the employee to seek legal or law enforcement assistance or remedies to ensure the health and safety of employee or the employee's family or household members including, but not limited to preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;

b. To enable the employee to seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking, or to attend to health care treatment for who is the employee's family or household member;
c. To enable the employee to obtain, or assist a family member or household member in obtaining, services from a domestic violence shelter, rape crisis center, or other social services program for relief from domestic violence, sexual assault, or stalking, in which the employee or the employee's family or household member was a victim of domestic violence, sexual assault, or stalking;
d. To enable the employee to obtain, or assist a family or household member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking;
e. To enable the employee to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family or household members from future domestic violence, sexual assault, or stalking.

5. To provide non-medical care to the newborn child of the employee or the employee's spouse or domestic partner. With the appointing authority or designated management representative's approval, an employee may take sick leave under this Rule to supplement a reduced work schedule, provided that the work schedule must be stable and predictable. Sick leave taken for the non-medical care of a newborn child must begin and end by the first anniversary of the child's birth.
6. For the non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for adoption. Sick leave approved for this reason may also be used to cover the employee's absence(s) to satisfy legal and regulatory requirements prior to and after the placement and reasonable travel time to claim and return home with the child. With the appointing authority or designated management representative's approval, an employee may take sick leave under this Rule to supplement a reduced work schedule, provided that the work schedule must be stable and predictable. Sick leave taken for the non-medical care of a dependent child must begin and end by the first anniversary of the child's adoption.

F. Employees are not eligible to receive paid sick leave when suspended or on leave without pay, when laid off, or otherwise not on regular pay status. If an employee is injured or becomes ill while on paid vacation or compensatory time off, the employee shall provide a statement from their health care provider or other acceptable proof of illness or disability for the time involved substantiating the request for sick leave use in lieu of vacation or compensatory time off if greater than three consecutive days.

G. An employee who leaves City employment is not eligible to cash out sick leave, except as provided by Personnel Rule 7.7.8.

7.7.5 Rate of Pay

A. Employees shall be compensated at their regular and normal rate of pay for sick leave use in accordance with the Paid Sick and Safe Time Ordinance.

   1. Such rate of pay shall be the hourly rate that the employee would have earned for the time during which the employee used sick time (see also Personnel Rule 3.5 – Out of Class Assignments, and Personnel Rule 3.8 – Standby Pay).

   2. An employee who uses sick leave for absences from overtime work shall have sick leave deducted and be compensated at the straight-time rate of pay.

7.7.6 Employee Notice and Verification.

A. Sick leave shall be provided upon the request of the employee. When possible, an employee's request shall include the expected duration of the absence. The appointing authority or designated management representative may require an employee to provide reasonable notice of an absence from work and comply with the employing unit or division's usual and customary notice and procedural requirements for absences and/or requesting leave, provided that such requirements do not interfere with the purposes for which the sick leave is needed.
   1. If the sick leave is foreseeable, the employee must provide a written request at least ten days, or as early as possible, in advance of the paid leave, unless the employing unit or division's normal notice policy requires less advance notice. When possible, the employee shall make a reasonable effort to schedule the use of paid sick time in a manner that does not unduly interrupt the operations of the work unit.
   2. If the sick leave is unforeseeable, the employee must provide notice as soon as possible before the required start time of their shift and must generally comply with the employing unit's reasonable normal notification policies and/or call-in procedures, provided that the employee or a person on the employee's behalf is able to comply with the procedures.

B. The City shall require reasonable verification that the employee's use of sick leave is for an authorized purpose for absences of more than four consecutive work days. The employee must provide verification to the City in a reasonable time period during or after the employee returns from leave. The City's requirement for such verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law.
   1. Documentation signed by a health care provider verifying the employee's need for sick leave for an authorized purpose shall be considered reasonable verification for health-related absences. An explanation of the nature of the condition for which sick leave is needed is not required.

2. Notice of closure of an employee's child's school or place of care shall be considered reasonable verification for sick leave used pursuant to Personnel Rule 7.7.4. E 3.
3. Documentation identified in Personnel Rule 7.11 D 3 shall be considered reasonable verification for sick leave used to cover absences related to stalking, sexual assault and domestic violence.

C. If the employee anticipates that the requirement will result in an unreasonable burden or expense, the employee must be allowed to provide an oral or written explanation to their employer which asserts:
   1. That the employee's use of paid sick and safe time was for an authorized purpose under SMC 14.16.030(A)(1) or (2); and
   2. How the verification requirement creates an unreasonable burden or expense on the employee.

D. An employee returning to work after an absence requiring sick leave may be required to provide a certification from such employee's health care provider that such employee is able to perform the essential functions of the job with or without accommodation.

E. An employee who takes sick leave for a family and medical leave-qualifying condition shall comply with the notification, certification and release protocols of the Family and Medical Leave Program. The employee's properly certified absence shall be accorded the protections of family and medical leave as provided by Rule 7.1 as long as it is for a condition that qualifies for both family and medical leave and sick leave.

7.7.7 Sick Leave After Reemployment

A. An employee who is re-employed following separation from City employment shall be eligible for reinstatement of unused sick leave as follows:

   1. An employee who was eligible to use sick leave at separation who was rehired by the City within 12 months of such separation is eligible to use sick leave upon rehire and need not complete an additional 30 day waiting period.
   2. An employee who returns to City employment after layoff shall have all unused accrued sick leave reinstated regardless of when the employee returns to City employment.
   3. An employee who is re-employed within 12 months after service retirement from the City shall only have the portion of accrued sick leave balances restored that were not cashed out at retirement. For example, an employee who cashed out 100 hours of sick leave at the rate of 25 percent at retirement shall have 75 hours restored. Employees are not eligible for reinstatement of any sick leave if rehired after 12 months of service retirement.
   4. An employee who is reemployed by the City within 12 months for any other type of separation shall have all unused accrued sick leave balances

restored. Employees are not eligible for reinstatement of sick leave if rehired after 12 months of separation, except as provided above.

B. A temporary worker who moves from a temporary assignment to regularly appointed employment shall retain sick leave earned as a temporary worker, provided any break in service was less than 12 months. Such employee need not serve a 30 day waiting period to be eligible to use sick leave.

7.7.8 Sick Leave Cash-Out

A. Upon service retirement from the City, an employee's unused sick leave will be cashed out to the employee at the rate of 25 percent of the employee's sick leave value. An employee may also opt to deposit the value of such leave to their deferred compensation account at the rate of 35 percent, pursuant to Seattle Municipal Code 4.24.210.
B. An employee who has been granted a sabbatical leave may elect to take a lump sum cash-out of any or all of their unused sick leave balance in excess of 240 hours at the rate of one hour's pay for every four hours of accumulated and unused sick leave. The employee forfeits all four hours exchanged for each one hour of pay. The employee must exercise this option at the beginning of their sabbatical leave.
C. Sick leave that is cashed out is paid at the rate of pay in effect for the employee's primary job classification or title at the time of the cash-out.

7.7.9 Sick Leave Transfer

A. General Provisions.
    1. All employees who are included in the City's sick leave plan are eligible to participate as a recipient or donor in the Sick Leave Transfer Program, if the affected employee meets the eligibility conditions specified in Rule 7.7.9 B or 7.7.9C, respectively.
    2. An employee may request to receive donated sick leave. If the appointing authority or designated management representative finds that the requesting employee meets the qualifying conditions established in Rule 7.7.9 B, such appointing authority or designated management representative may approve the request.
    3. An employee may volunteer to donate sick leave to an employee who has been authorized to receive sick leave donations. If the donating employee meets the eligibility conditions established in Rule 7.7.9 C, the appointing authority, authorities, or designated management representative(s) of the donating and the receiving employee may approve the donation.
    4. The donating employee and the receiving employee each shall file with the appointing authority or designated management representative for their respective employing units their personal affidavit or declaration acknowledging that such sick leave donation is intended to be a gift and is not conditioned upon the exchange of any compensation, obligation or consideration and that none has been or will be received.

5. All sick leave donations transferred to the receiving employee shall be converted to a dollar value based upon the donating employee's straight-time primary rate of pay in effect on the day that the donating employee files a sick leave donation application. The receiving employee shall be paid at the receiving employee's regular straight-time rate of pay for all donated sick leave used.
6. The receiving employee may use donated sick leave only for the condition that qualified them for such donations.
7. The receiving employee cannot use donated sick leave for any purpose once the condition that qualified them for such donations ceases to meet the qualifying criteria described in Rule 7.7.9 B. Donated sick leave may be used for all of the pay period that includes the date of approval by the receiving employee's appointing authority or designated management representative. Donated sick leave may be used to cover any and all subsequent absence(s) attributed to the qualifying condition until the qualifying condition ceases to be a cause for further absence, even if the receiving employee returns to work in the interim.

B. Qualifying conditions for the receiving employee.

An employee may receive sick leave donated by another employee or other employees if such employee meets all of the following conditions:

1. The receiving employee has exhausted, or will exhaust in the current pay period, paid leave balances due to personal illness, injury, impairment, or physical or mental condition which is likely to cause the employee to go on leave without pay, or to leave City employment; and
2. The receiving employee has filed with the receiving employee's appointing authority or designated management representative a medical certification from the receiving employee's health care provider verifying the nature and expected duration of the condition and the employee's need to be off work; and
3. The receiving employee is not eligible for benefits under SMC Chapter 4.44 nor under the State Industrial Insurance and Medical Aid Acts; and
4. The receiving employee shall not receive more than 560 hours of donated sick leave for any single qualifying incident based upon the dollar value of such leave which shall be converted from the donor to the recipient.

C. Conditions for donating sick leave to an eligible recipient.

1. An employee may request to donate sick leave hours to an approved recipient employee provided the donation will not cause the donating employee's sick leave balance to fall below 240 hours.
2. A donating employee may not donate fewer than eight hours of sick leave converted at the donating employee's straight-time primary rate of pay.
3. Employees who are separating from City service may not donate more sick leave than they would be able to use themselves between the date of the donation and their last day of work and must retain a post-donation minimum balance of 240 hours.

D. Restoration of transferred sick leave.

1. Any transferred sick leave remaining to the credit of a recipient employee when that individual's personal emergency terminates shall be restored, to the extent administratively feasible, by transfer to the sick leave accounts of the donors who are still active City employees on the date the personal emergency terminates. The recipient employee shall be permitted to retain up to 40 hours of sick leave which may include donated hours.
2. If the total number of donating employees eligible to receive restored sick leave exceeds the total number of hours of sick leave to be restored, no restoration of donated sick leave shall occur. All remaining sick leave hours shall be retained by the recipient employee instead. In no case shall the amount of sick leave restored to a donating employee exceed the amount such employee donated.

7.7.10 Time Off Without Deduction of Leave

A. An employee may, with supervisory approval, participate as a non-compensated donor in a City-sponsored blood drive without deduction of pay or paid leave. Such participation may not exceed three hours per occurrence for travel, actual donation and reasonable recuperation time. In order to qualify for time off under this Rule, the employee must provide their name and department to the blood bank representative for verification of their participation by the appointing authority or designated management representative.
B. An employee may be absent for up to five workdays or 40 regular work hours, whichever is less, without deduction of pay or paid leave to participate as a non-compensated transplant donor in a medically necessary procedure.
    1. The employee must provide their appointing authority or designated management representative reasonable advance written notice of the need to be absent. The notice shall include the reason for and expected duration of the absence, as well as documentation from an accredited medical institution, organization or individual of the need for the employee's participation as a transplant donor.
    2. The employee may charge additional time off against the appropriate paid leave balance(s) or be unpaid.
    3. An employee is not eligible for time off without deduction of pay or paid leave to be a transplant donor if such employee has taken time off for such purpose and under the conditions described by Rule 7.7.10 B within the previous 12 months.

Personnel Rule 7.8 – Funeral Leave

7.8.0 Authority

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-Making Authority

SMC 4.28 and subsequent revisions thereto, Funeral Leave

SMC 4.30 and subsequent revisions thereto, Documentation of Eligibility for Certain Uses of Sick Leave and Funeral Leave

7.8.1 Definitions

A. "Appointing authority" shall mean the head of an employing unit authorized by ordinance or City Charter to employ others on behalf of the City, or a designated management representative. The term includes and can be used interchangeably with department head, department director, superintendent, and chief.
B. "Close relative" shall mean the employee's spouse/domestic partner, or the child, parent, sibling, grandparent or grandchild of the employee or the employee's spouse/domestic partner.
C. "Funeral leave" shall mean time off without loss of pay or paid leave.
D. "Regularly appointed employee" shall mean an individual with a probationary, regular or exempt appointment to a position of City employment.
E. "Relative other than a close relative" shall mean the employee's uncle, aunt, cousin, niece or nephew, or the spouse/domestic partner of the employee's sibling, child or grandchild. It also means the uncle, aunt, cousin, niece or nephew of the employee's spouse/domestic partner, or the spouse/domestic partner of the sibling of the employee's spouse/domestic partner.

7.8.2 Application of this Rule

A. The provisions of this Rule apply to regularly appointed employees.
B. For regularly appointed employees who are represented under the terms of a collective bargaining agreement, this Rule prevails except where it conflicts with the collective bargaining agreement, any memoranda of agreement or understanding signed pursuant to the collective bargaining agreement, or any recognized and established practice relative to the members of the bargaining unit.
C. This Rule does not apply to individuals who are employed under the terms of a grant that includes funeral leave provisions that conflict with this Rule.
D. This Rule does not apply to individuals hired by the City on a temporary, intermittent or seasonal basis, or for a work schedule of fewer than 20 hours per week, nor does it apply to individuals hired under contract to the City.
E. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of

the personnel system within their employing units, provided that such policies and procedures do not conflict with the provisions of this Rule.

7.8.3 Funeral Leave

A. The appointing authority may approve up to 8 hours of funeral leave per occurrence for a full-time employee to attend the funeral of a close relative. An additional 8 hours may be granted if funeral attendance requires round-trip travel of 200 miles or more. Funeral leave is pro-rated for part-time employees.
B. In addition to funeral leave, a full-time employee is eligible to use up to 32 hours of sick leave for attending the funeral of a close relative. However, a full-time employee may not be granted more than a combined total of 40 hours of funeral leave and sick leave for a single occurrence. The amount of funeral leave and sick leave combined for which a part-time employee is eligible shall be pro-rated based on his or her normal work schedule.
C. The appointing authority may approve up to 40 hours of sick leave per occurrence for a full-time employee to attend the funeral of a relative other than a close relative. The amount of sick leave available to a part-time employee shall be pro-rated based on his or her normal work schedule.
D. Additional time off for bereavement may be charged to vacation, personal holidays, compensatory time off, or executive and merit leave, or be unpaid, with supervisory approval.
E. Employees shall provide such documentation as is reasonably necessary to substantiate the need for funeral leave.

Personnel Rule 7.9—Military Leave

7.9.0 Authority

SMC 4.04.040 and subsequent revisions thereto, Administration.

SMC 4.04.050 and subsequent revisions thereto, Rule-making authority.

SMC 4.36.125 and subsequent revisions thereto, Determination of creditable service.

RCW 38.40.060, Military leaves for public employees.

RCW 73.16.033, Reemployment of returned veterans.

RCW 73.16.035, Eligibility requirements – Exceptions – Burden of proof.

38 USC § 4301, et seq, Uniformed Services Employment and Reemployment Rights Act.

7.9.1 Definitions

A. "Appointing authority" shall mean the head of an employing unit authorized by ordinance or City Charter to employ others on behalf of the City, or a designated management representative. The term includes and can be used interchangeably with department head, department director, superintendent, and chief.

B. "Day" shall mean the employee's normal workday for purposes of paid military leave, except that when a normal workday begins before midnight and ends after midnight, the hours before midnight count as 1 day and the hours after count as another.

C. "Regularly appointed employee" shall mean an individual with a probationary, regular or exempt appointment to a position of City employment.

7.9.2 Application of this Rule

A. The provisions of this Rule apply to regularly appointed employees.

B. For regularly appointed employees who are represented under the terms of a collective bargaining agreement, this Rule prevails except where it conflicts with the collective bargaining agreement, any memoranda of agreement or understanding signed pursuant to the collective bargaining agreement, or any recognized and established practice relative to the members of the bargaining unit.

C. This Rule does not apply to temporary employees. Temporary employees are governed by Personnel Rule 11 and applicable federal, state and local laws.

D. This Rule does not apply to individuals who are employed under the terms of a grant that includes military leave provisions that conflict with the provision of this Rule.

E. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of the personnel system within their employing units, provided that such policies and procedures do not conflict with the provisions of this Rule.

7.9.3 Military Leave for Active Duty in the Armed Forces

The City will comply with the requirements of RCW 73.16 and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended, with respect to unpaid leave of absence and return rights for employees who leave City service to serve in the Armed Forces of the United States.

A. An employee who takes a military leave of absence from City employment may choose to run out his or her unused vacation balance, compensatory time off, personal holidays, and executive and merit leaves, as applicable, prior to going on unpaid status.

B. An employee who leaves a job, voluntarily or involuntarily, to enter active duty in the United States armed forces, shall be granted a military leave of absence with guaranteed restoration to his or her position upon release from active duty as long as:

1. The position is a regularly budgeted, non-temporary position;
2. The reason the employee leaves the position is to report for active duty;
3. The length of the employee's military leave of absence does not exceed 5 years except at the request of the federal government;
4. The employee is honorably discharged from the military; and
5. The employee applies for reemployment within a reasonable period of time following separation from active duty. The USERRA defines a reasonable period of time as:
    a. For service less than 31 days, the beginning of the first regularly scheduled work day after release from active duty, allowing time to travel from the duty arena to the employee's residence, to rest, and to travel to the place of employment;
    b. For service between 31 and 180 days, no more than 14 days following release from active duty; and
    c. For service longer than 180 days, no more than 90 days following release from active duty.
    d. An employee on military leave of absence shall continue to accrue service credit for purposes of salary step increments and seniority.
    e. An employee's vacation accrual rate and unused vacation and sick leave balances shall be restored upon return from military leave of absence.
    f. An employee who interrupts his or her probation or trial service with a military leave of absence shall complete the remainder of the probationary or trial service period upon return. However, an employee returning from military leave of absence cannot be discharged except for cause for 1 year following his or her return,

if the military leave of absence was for 181 days or longer, or for 6 months following his or her return if the military leave of absence was at least 30 days but less than 181 days.

g. An employee on unpaid military leave of absence may continue to make his or her normal contributions to the Seattle City Employees Retirement System, or may, upon return from such leave, make full or monthly payments equal to the amount of contributions missed while on leave, in order that the leave shall count as creditable service.

7.9.4 Paid Military Leave

State law (RCW 38.40.060) requires that City employees be granted up to 21 working days, exclusive of normal days off, of paid leave per year without loss of service credit for active duty or annual military training.

A. The 21 days are counted on an annual basis, October 1st through September 30th inclusive, and need not be used consecutively.
   1. Each day of paid military leave is the equivalent of a regularly scheduled workday, except when an employee's regularly scheduled workday spans 2 calendar days (i.e., third or "graveyard" shift). In those instances, 1 workday ends at midnight and the next begins at 12:01 a.m. (For an employee who works 10 p.m. to 6:30 a.m., for example, 10 p.m. to midnight would be day 1 of his or her military leave, and 12:01 a.m. to 6:30 a.m. and 10 p.m. to midnight the following day would constitute day 2 of his or her military leave.)

B. The employee receives full City pay and benefits, including normal sick leave and vacation accrual, at the same level and under the same conditions as if he or she were at work, while on paid military leave.

C. The department should verify requests for paid military leave by having the employee submit a copy of his/her military orders with the request for military leave.

Personnel Rule 7.10—Military Spouse Leave

7.10.0 Authority

SMC 4.04.040 and subsequent revisions thereto, Administration.

SMC 4.04.050 and subsequent revisions thereto, Rule-making authority.

SMC 4.36.125 and subsequent revisions thereto, Determination of creditable service.

RCW 49.78.280, Employment protection.

RCW 49.78.290, Employment benefits.

RCW 49.94.010, et seq., Military Spouse Leave.

7.10.1 Definitions

A. "Appointing authority" shall mean the head of an employing unit authorized by ordinance or City Charter to employ others on behalf of the City, or a designated management representative. The term includes and can be used interchangeably with department head, department director, superintendent, and chief.

B. "Day" shall mean the employee's normal workday except that when a normal workday begins before midnight and ends after midnight, the hours before midnight count as 1 day and the hours after count as another.

C. "Period of military conflict" shall mean a period of war declared by the United States Congress, declared by executive order of the President, or in which a member of a reserve component of the armed forces is ordered to active duty pursuant to either sections 12301 and 12302 of Title 10 of the United States Code or Title 32 of the United States Code.

D. "Regularly appointed employee" shall mean an individual with a probationary, regular or exempt appointment to a position of City employment.

E. "Spouse" means a husband or wife.

7.10.2 Application of this Rule

A. The provisions of this Rule apply to regularly appointed employees.

B. For regularly appointed employees who are represented under the terms of a collective bargaining agreement, this Rule prevails except where it conflicts with the collective bargaining agreement, any memoranda of agreement or understanding signed pursuant to the collective bargaining agreement, or any recognized and established practice relative to the members of the bargaining unit.

C. This Rule does not apply to temporary employees. Temporary employees are governed by Personnel Rule 11 and applicable federal, state, and local employment and labor laws.

D. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of the personnel system within their employing units, provided that such policies and procedures do not conflict with the provisions of this Rule.

7.10.3 Military Spouse Leave

The City shall comply with the requirements of the Military Family Leave Act, RCW 49.94.010 et. seq. with respect to unpaid leaves of absence and return rights for employees with spouses who have been notified of an impending call or order to active duty and before deployment and during a military member's leave from deployment.

A. During a period of military conflict, an employee who is the spouse of a member of the armed forces of the United States, national guard, or reserves who has been notified of an impending call or order to active duty or has been deployed, is entitled to a total of 15 days of unpaid leave per deployment after the military spouse has been notified of an impending call or order to active duty and before deployment or when the military spouse is on leave from deployment.
B. An employee who seeks to take Military Spouse Leave must provide notice, within 5 business days of receiving official notice of an impending call or order to active duty or of a leave from deployment, of the employee's intention to take military family leave.
C. An employee who takes a Military Spouse Leave of absence from City employment may elect to substitute any accrued leaves to which he or she is entitled for any part of the leave provided under this rule.
D. An employee who takes Military Spouse Leave is entitled to be restored to the position of employment held by the employee when the leave commenced or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment
E. The City shall maintain an employee's coverage under one of the City's group health plans while on Military Spouse Leave at the level and under the conditions the coverage would have been provided if the employee had continued in employment continuously for the duration of such leave.
F. If the employee is not eligible for any employer contribution to medical or dental benefits under an applicable collective bargaining agreement or employer policy during any period of leave, an employer shall allow the employee to continue, at the employee's expense, medical or dental insurance coverage, including any spouse and dependent coverage, in accordance with state or federal law. The premium to be paid by the employee shall not exceed one hundred two percent of the applicable premium for the leave period.
G. The taking of leave may not result in the loss of any employment benefits accrued before the date on which the leave commenced

Personnel Rule 7.11 - Domestic Violence, Sexual Assault, and Stalking Leave

Authority 7.11.0 Authority

SMC 4.04.040 and subsequent revisions thereto, Administration.

SMC 4.04.050 and subsequent revisions thereto, Rule-making authority.

RCW 9A.46.110, and subsequent revisions thereto, Stalking.

RCW 26.50.010, and subsequent revisions thereto, Domestic violence prevention, Definitions.

RCW 49.78.020, Family leave, Definitions.

RCW 49.90.005 *et. seq.*, Leave for victims of domestic violence, sexual assault and stalking and their family members.

RCW 70.125.030, and subsequent revisions thereto, Victims of sexual assault act, Definitions.

7.11.1 Definitions

A. "Appointing authority" shall mean the head of an employing unit authorized by ordinance or City Charter to employ others on behalf of the City, or a designated management representative. The term includes and can be used interchangeably with department head, department director, superintendent, Fire Chief, and Police Chief.

B. "Dating Relationship" has the same meaning as RCW 26.50.010 and means a social relationship of a romantic nature. Factors to consider in making this determination include:
   1. The length of time the relationship has existed;
   2. the nature of the relationship; and
   3. the frequency of interaction between the parties.

C. "Domestic Violence" has the same meaning as in RCW 26.50.010 and means:
   1. Physical harm, bodily harm, assault, or the infliction of fear of imminent physical harm, bodily injury or assault, between family or household members;
   2. Sexual assault of one family or household member by another; or
   3. Stalking of one family or household member by another family or household member.

D. "Family members" has the same meaning as in RCW 49.90.010 and means any individual whose relationship to the employee can be classified as a child, spouse, parent, parent in law, grandparent, as those terms are defined in RCW 49.12.265, domestic partner as defined in SMC 4.30.20, or person with whom the employee

has a dating relationship. Under RCW 49.12.265 a “child” means a biological, adopted, or foster child, a step child, a legal ward, or a child of a person standing in loco parentis who is (a) under eighteen years of age or (b) eighteen years of age or older and incapable of self-care because of a mental or physical disability; a “parent” means a biological or adoptive parent of an employee or an individual who stood in loco parent is to an employee when the employee was a child; a “parent in law” means a parent of the spouse; a “grandparent” means a parent of a parent of an employee; and a “spouse” means a husband or wife.

E. "Intermittent leave" has the same meaning as in RCW 49.78.020 and means leave taken in separate blocks of time due to a single qualifying reason.

F. "Reduced leave schedule" has the same meaning as in RCW 49.78.020 and means a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of an employee.

G. “Sexual Assault” has the same meaning as in RCW 70.125.030 and means one or more of the following:
   1. Rape or rape of a child;
   2. Assault with intent to commit rape or rape of a child;
   3. Incest or indecent liberties;
   4. Child molestation;
   5. Sexual misconduct with a minor;
   6. Custodial sexual misconduct;
   7. Crimes with a sexual motivation; or
   8. An attempt to commit any of the aforementioned offenses

H. “Stalking” has the same meaning as in RCW 9A.46.110 and is when, without lawful authority:
   1. A person intentionally and repeatedly harasses or repeatedly follows another person; and
   2. The person being harassed or followed is placed in fear that the stalker intends to injure the person, another person, or property of the person or of another person; and
   3. The feeling of fear is one that a reasonable person in the same situation would experience under all the circumstances; and
   4. The stalker either:
      a. Intends to intimidate, harass or frighten the person, or
      b. Knows or reasonably should know that the person is intimidated, harassed or afraid.

I. “Victim” is a person who has been subjected to domestic violence, sexual assault and/or stalking.

7.11.2 Application of this Rule

A. The provisions of this Rule apply to regularly appointed employees.

B. For regularly appointed employees who are represented under the terms of a collective bargaining agreement, this Rule prevails except where it conflicts with the collective bargaining agreement, any memoranda or agreement or

understanding signed pursuant to the collective bargaining agreement, or any established and recognized practice relative to the members of the bargaining unit.

C. This Rule does not apply to individuals who are hired under the terms of a grant that includes provisions that conflict with this Rule. These individuals are subject to all applicable federal, state and City laws.

D. This Rule does not apply to temporary employees. Temporary employees are governed by Personnel Rule 11 and all applicable federal, state and City laws.

E. Appointing authorities may establish written policies and procedures for the implementation of this Rule to facilitate the management of the personnel system within their employing units, provided that such policies and procedures do not conflict with the provisions of this Rule.

7.11.3 Domestic Violence, Sexual Assault, and Stalking Leave Policy

The City will comply with State Law, RCW 49.90.005 et. seq., which provides for leave from employment for employees who are victims of domestic violence, sexual assault, or stalking, or for employees whose family members are victims, to participate in legal proceedings, receive medical treatment, or obtain other necessary services.

A. An employee may take reasonable amount of leave from work, intermittent leave, or leave on a reduced leave schedule, with or without pay, to:
   1. Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or employee's family members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;
   2. Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking, or to attend to health care treatment for a victim who is the employee's family member;
   3. Obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center, or other social services program for relief from domestic violence, sexual assault, or stalking;
   4. Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking, in which the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking; or
   5. Participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future domestic violence, sexual assault, or stalking.

B. As a condition of taking leave for any purpose described in this Rule, an employee shall give as much advance notice of the employee's intention to take leave as practicable. When advance notice cannot be given because of an emergency or unforeseen circumstance due to domestic violence, sexual assault, or stalking, the employee must give notice no later than the end of the first day that the employee takes such leave.

C. When an employee requests leave under this Rule the appointing authority may require that the request be supported by verification that:

1. The employee or employee's family member is a victim of domestic violence, sexual assault, or stalking; and
2. The leave taken was for one of the purposes described in this Rule.

If verification is required, it must be provided in a timely manner. In the event that advance notice of the leave cannot be given because of an emergency or unforeseen circumstance due to domestic violence, sexual assault, or stalking, and verification is required, it must be provided within a reasonable time period during or after the leave.

D. An employee may satisfy the verification requirement of this section by providing the department with one or more of the following:

1. A police report indicating that the employee or employee's family member was a victim of domestic violence, sexual assault, or stalking;
2. A court order protecting or separating the employee or employee's family member from the perpetrator of the act of domestic violence, sexual assault, or stalking, or other evidence from the court or the prosecuting attorney that the employee or employee's family member appeared, or is scheduled to appear, in court in connection with an incident of domestic violence, sexual assault, or stalking;
3. Documentation that the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking, from any of the following persons from whom the employee or employee's family member sought assistance in addressing the domestic violence, sexual assault or stalking: An advocate for victims of domestic violence, sexual assault, or stalking; an attorney; a member of the clergy; or a medical or other professional; or
4. An employee's written statement that the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking and that the leave taken was for one of the purposes described in this Rule.

E. If the victim of domestic violence, sexual assault, or stalking is the employee's family member, verification of the familial relationship between the employee and the victim may include, but is not limited to, a statement from the employee, a birth certificate, a court document, or other similar documentation.

F. An employee who is absent from work pursuant to this Rule may elect to use the employee's accrued sick leave, vacation leave, personal holiday, compensatory time, executive leave, merit leave, or unpaid leave time.

G. The department shall not require disclosure of information other than the verification described in this Rule and shall maintain the confidentiality of all information provided by the employee under this Rule including the fact that the employee or employee’s family member is a victim of domestic violence, sexual assault, or stalking, that the employee has requested or obtained leave under this Rule and any written or oral statement, documentation, record or corroborating evidence provided by the employee unless disclosure is requested or consented to by the employee, ordered by a court or administrative agency, or otherwise required by applicable state or federal law.

H. The taking of leave under this Rule shall not result in the loss of any pay or benefits to the employee that accrued before the date on which the leave commenced. Upon an employee's return from leave under this Rule, the appointing authority shall either:

1. Restore the employee to the position of employment held by the employee when the leave commenced; or
2. Restore the employee to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

This section does not apply if an employee was hired for a specific term or only to perform work on a discrete project, the employment term or project is over, and the appointing authority would not otherwise have continued to employ the employee.

I. Coverage under the City's health insurance plan must be maintained for the duration of the leave at the level and under the conditions coverage would have been provided if the employee had not taken the leave.

Personnel Rule 8.1 – Workplace Violence Prevention

8.1.0 Authority

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-making authority

SMC 4.78 and subsequent revisions thereto, Workplace Violence Prevention Program

Mayor's Executive Order dated September 20, 1995 regarding Violence in the Workplace

SMC 4.04.230 and subsequent revisions thereto, Progressive discipline

SMC 12A.06 and subsequent revisions thereto, Offenses against persons

8.1.1 Definitions

A. "Administrative reassignment" shall mean the removal of an employee from the workplace without loss of pay, paid leave or benefits, authorized by the appointing authority when the employee is the cause or subject of, or otherwise significantly affected by an active investigation related to alleged violations of personnel rules, City ordinances, or state or federal laws or regulations, or an investigation intended to determine the employee's fitness for duty.
B. "Appointing authority" shall mean the head of an employing unit, or his or her designated management representative, authorized by ordinance or City Charter to employ others on behalf of the City. The term includes and can be used interchangeably with department head, department director, superintendent and chief.
C. "Dangerous weapon" shall mean any device or implement designed, intended or used as an instrument for inflicting bodily injury including, but not limited to, firearms; swords, spears, javelins, knives, daggers, dirks, switchblades or any other edged or pointed cutting or stabbing weapons with a blade in excess of 3 ½ inches in length; bows, cross-bows, arrows, slingshots or other similar devices designed to throw a missile or other object; clubs, bats, sticks, saps, brass knuckles or any other similar striking or clubbing implement; any martial arts device capable of being used to inflict bodily injury; explosives and explosive devices; electronic stunning devices; and any device discharging a chemical designed or intended to incapacitate persons.
D. "Employing unit" shall mean any department of the City and, within the Executive and Legislative Departments, any office established by ordinance.
E. "Fit for Duty Medical Examination" shall mean a medical examination of an employee conducted when an accident , injury, incident or the employee's behavior, speech or appearance causes a supervisor to suspect that the employee's ability to satisfactorily perform work with reasonable skill or safety may be impaired.

F. “Seattle Human Resources Director” shall mean the head of the Seattle Department of Human Resources or his or her designated management representative.
G. “Regularly appointed employee” shall mean an employee with an exempt, probationary or regular appointment to a position of City employment.
H. “Retaliation” shall mean adverse acts taken against an individual because he or she has complained about workplace violence, has participated in an investigation of workplace violence, or has supported another individual who has complained about workplace violence.
I. “Workplace” shall mean the building or work area constituting the principle place where work is performed or assigned, including common areas and private or personal work areas; any remote area where an employee is engaged in official business; and any vehicle, either employer- or privately owned, when used for official business purposes.
J. “Workplace violence” shall mean threats or threatening behavior when such activities occur in or arise from the work place, including but not necessarily limited to:
    1. Assault—a physical or verbal attack;
    2. Physical harassment—a threat to do harm to another person’s physical or mental health or safety with the intent to annoy or alarm that person, including but not limited to obscene phone calls, stalking and unlawful coercion;
    3. Verbal harassment—a verbal threat toward persons or property, the use of vulgar or profane language toward others, disparaging or derogatory comments or slurs, offensive sexual flirtations and propositions, verbal intimidation, name-calling; and
    4. Visual harassment—posters, cartoons, publications (including electronic publications), drawings or similar materials that are intended to be derogatory or offensive; or threatening or offensive gestures;

8.1.2 Application of this Rule

A. This Rule applies to regularly appointed employees.
B. For regularly appointed employees who are represented under the terms of a collective bargaining agreement, this Rule prevails except where it conflicts with the collective bargaining agreement, any memoranda of agreement or understanding signed pursuant to the collective bargaining agreement, or any recognized and established practice relative to the members of the bargaining unit.
C. This Rule does not apply to employees who are employed under the terms of a grant that includes provisions that conflict with this Rule. Such workers are subject to applicable federal, state and local laws.
D. This Rule does not apply to individuals hired by the City on an interim, on-call, seasonal or temporary basis, or for a work schedule of fewer than 20 hours per week; nor does it apply to individuals hired under contract to the City. Such workers are subject to applicable federal, state and local laws.

E. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of the personnel systems within their employing units, provided that such procedures do not conflict with the provisions of this Rule.

8.1.3 Workplace Violence Prevention Policy

A. The City of Seattle shall not tolerate workplace violence by or against its employees, its customers or clients, or by visitors to its workplaces. Employees who violate this Rule shall be subject to prompt and appropriate disciplinary action and may be subject to additional penalties under the laws of the City of Seattle and the State of Washington. In addition, an employee who commits or threatens to commit acts of workplace violence may be required to undergo a fit for duty medical examination to determine if the employee is fit to work or presents a safety risk to him or herself or to others.
B. Except as provided by Rule 8.1.3 C, the possession and use of dangerous weapons by employees or by visitors while on City property, conducting City business, or while in a City vehicle is prohibited.
    1. Employees who carry dangerous weapons in their personal vehicles are prohibited from bringing or leaving those vehicles on City property or using those vehicles in the conduct of official City business.
    2. Employees may carry mace or pepper spray for their personal protection onto City property, except where specifically prohibited, as long as those devices are concealed from sight and stored in a secured compartment. Except for employees specifically allowed to use mace or pepper spray in the normal course of their duties, the use of these substances is prohibited and subject to disciplinary action.
C. Employees who are authorized to possess dangerous weapons or carry firearms in the performance of their duties or under the authority of their commission shall use such weapons or firearms only in the manner and for the purposes authorized.
D. Employees are encouraged to promptly report any threat or act of workplace violence whether or not any physical injury has occurred. Such reports shall be taken seriously, dealt with appropriately, and, except as required by law, treated as confidential to the extent that it does not hinder the investigation or resolution of the report.
E. The City prohibits and shall not tolerate retaliation against an employee who in good faith files a complaint of workplace violence or provides any information about such complaint.

8.1.4 Citywide Workplace Violence Prevention Program

A. The Seattle Human Resources Director shall implement a Citywide Workplace Violence Prevention Program, to include program guidelines and procedures for security assessment, prevention and control; training, reporting and responding to workplace violence incidents; and record-keeping.

B. The Seattle Human Resources Director shall designate a Citywide Workplace Violence Prevention Program Coordinator who shall advise and assist each employing unit to develop and maintain a Workplace Violence Prevention Program.
C. The Seattle Human Resources Director shall compile Citywide information for purposes of program evaluation, and shall maintain and update the program as necessary to ensure its relevance and application in promoting a safe workplace.

Personnel Rule 8.2 – Employee Safe Driving Program

The City's Safe Driving Policy can be found by clicking here.

Personnel Rule 8.3 – Fit for Duty Medical Examination

8.3.0 Authority

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-making authority

SMC Chapter 4.77 and subsequent revisions thereto, Drug-free workplace and drug and alcohol testing

8.3.1 Definitions

A. "ADA Coordinator" shall mean the individual designated within the employing unit to manage the disability accommodation process.
B. "Administrative reassignment" shall mean the removal of an employee from the workplace without loss of pay, paid leave or benefits, authorized by the appointing authority when the employee is the cause or subject of, or otherwise significantly affected by an active investigation related to alleged violations of personnel rules, City ordinances, or state or federal laws or regulations, or an investigation intended to determine the employee's fitness for duty.
C. "Appointing authority" shall mean the head of an employing unit, or his or her designated management representative, authorized by ordinance or City Charter to employ others on behalf of the City. The term includes and can be used interchangeably with department head, department director, superintendent and chief.
D. "Employing unit" shall mean any department of the City and, within the Executive and Legislative Departments, any office established by ordinance.
E. "Fit for duty medical examination" shall mean a medical examination of an employee conducted at the City's request by, under the authority of or in consultation with an occupational medicine physician when an accident, injury, incident or the employee's behavior, speech or appearance causes a supervisor to suspect that the employee's ability to satisfactorily perform work with reasonable skill or safety may be impaired.
F. "Seattle Human Resources Director" shall mean the head of the Seattle Department of Human Resources or his or her designated management representative.
G. "Supervisor" shall mean the employee who is responsible, on behalf of the appointing authority, to hire, assign and direct other employees, and to recommend disciplinary action as appropriate.

8.3.2 Application of this Rule

A. This Rule applies to regularly appointed employees.
B. For regularly appointed employees who are represented under the terms of a collective bargaining agreement, this Rule prevails except where it conflicts with

the collective bargaining agreement, any memoranda of agreement or understanding signed pursuant to the collective bargaining agreement, or any recognized and established practice relative to the members of the bargaining unit.

C. This Rule does not apply to employees who are employed under the terms of a grant that includes provisions that conflict with this Rule. Such workers are subject to applicable federal, state and local laws.
D. This Rule does not apply to individuals hired by the City on an interim, on-call, seasonal or temporary basis, or for a work schedule of fewer than 20 hours per week; nor does it apply to individuals hired under contract to the City. Such workers are subject to applicable federal, state and local laws.
E. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of the personnel systems within their employing units, provided that such procedures do not conflict with the provisions of this Rule.

8.3.3 Fit for Duty Medical Examination—Management Expectations

A. Employees shall report for work each day as scheduled and shall be alert, rested and able to satisfactorily perform their jobs with reasonable skill and safety.
B. A supervisor may initiate a fit for duty medical examination when he or she has observed or confirmed a report that an employee's job performance may be impaired and that potential impairment poses an immediate risk to the safety of the employee or others.
    1. The employee's behavior, speech, or appearance, or his or her involvement in an accident or other incident, may be the basis for the supervisor's decision to initiate a fit for duty medical examination.
    2. If the employee requires immediate medical treatment, such treatment should be provided prior to the fit for duty medical examination.
C. The supervisor shall consult with the employing unit's ADA Coordinator when an employee's long-term or chronic physical, psychological or psychiatric condition adversely affects his or her ability to perform the essential functions of his or her job.

8.3.4 The Fit for Duty Medical Examination

A. The fit for duty medical examination program shall be managed by the Seattle Human Resources Director, who shall contract with qualified vendors, conduct necessary training, process billing, and advise and guide departments.
B. Employee confidentiality shall be respected to the extent possible during all phases of the fit for duty medical examination and related investigatory processes.
C. When an employee has exhibited behavior, speech or an appearance that leads the supervisor to believe that his or her ability to perform work with reasonable skill and safety may be impaired, the supervisor shall initiate a fit for duty medical examination. He or she shall, as appropriate:
    1. Take necessary actions to prevent injury or harm to the employee or others;

2. Secure and protect any evidence of alcohol, drugs or drug use from destruction or contamination;
3. Document observations and other relevant information, including whether the current incident is part of a pattern of behavior by the employee and the affected employee's explanation of his or her behavior. (Note: Whenever possible, the supervisor shall contact another management representative to validate observations and plan of action);
4. Prohibit the employee from continuing to work or operate equipment until the results of the fit for duty medical examination are known.

D. If a drug test is conducted, the appointing authority shall place an employee on administrative reassignment pending the outcome of the test.

E. If an employee refuses to cooperate with or consent to the fit for duty medical examination process, he or she shall be removed from the workplace immediately and shall be subject to disciplinary action up to and including discharge.
   1. If the supervisor is unable to obtain management's approval for administrative reassignment in a timely manner, the supervisor may suspend the employee for the remainder of that work day without the approval of the appointing authority as provided by Personnel Rule 1.3.5 C(2).
   2. An employee who is dismissed from work under these circumstances shall not be permitted to drive any vehicle. The supervisor shall transport the employee home. If the employee insists upon driving, his or her supervisor shall immediately contact the proper law enforcement agency

Personnel Rule 8.4 – Domestic Violence, Sexual Assault, and Stalking in the Workplace

8.4.0 Authority

SMC 4.04.040 and subsequent revisions thereto, Administration.

SMC 4.04.050 and subsequent revisions thereto, Rule-making authority.

RCW 26.50.010, and subsequent revisions thereto, Domestic violence prevention.

RCW 70.125.030, and subsequent revisions thereto, Victims of sexual assault act.

RCW 49.90.005 et. seq., Leave for victims of domestic violence, sexual assault and stalking and their family members.

8.4.1 Definitions

A. "Dating Relationship" means a social relationship of a romantic nature. Factors to consider in making this determination include:
   3. The length of time the relationship has existed;
   4. The nature of the relationship; and
   5. The frequency of interaction between the parties.

B. "Domestic Violence" means: (a) Physical harm, bodily harm, assault, or the infliction of fear of imminent physical harm, bodily injury or assault, between family or household members; (b) sexual assault of one family or household member by another; or (c) stalking of one family or household member by another family or household member.

C. "Family or household members" means spouses, former spouses, persons who have a child in common regardless of whether they have been married or have lived together at any time, adult persons related by blood or marriage, adult persons who are presently residing together or who have resided together in the past, persons sixteen years of age or older who are presently residing together or who have resided together in the past and who have or have had a dating relationship, persons sixteen years of age or older with whom a person sixteen years of age or older has or has had a dating relationship, and persons who have a biological or legal parent-child relationship, including stepparents and stepchildren and grandparents and grandchildren.

D. "Perpetrator" is a person who commits an act of domestic violence, sexual assault and/or stalking against a victim. Other terms used to describe a perpetrator may include "offender," "batterer," "abuser," or "assailant."

E. "Sexual Assault" means one or more of the following:
   1. Rape or rape of a child;
   2. Assault with intent to commit rape or rape of a child;
   3. Incest or indecent liberties;
   4. Child molestation;
   5. Sexual misconduct with a minor;
   6. Custodial sexual misconduct;
   7. Crimes with a sexual motivation; or
   8. An attempt to commit any of the aforementioned offenses

F. "Stalking" is when, without lawful authority:
   1. A person intentionally and repeatedly harasses or repeatedly follows another person; and
   2. The person being harassed or followed is placed in fear that the stalker intends to injure the person, another person, or property of the person or of another person; and
   3. A reasonable person in the same situation and under the same circumstances as the person being harassed or followed would feel fear that the stalker intends to injure the person, another person, or property of that person or of another person; and
   4. The stalker either:
      (a) Intends to intimidate, harass or frighten the person, or
      (b) Knows or reasonably should know that the person is intimidated, harassed or afraid.

G. "Victim" is a person who has been subjected to domestic violence, sexual assault and/or stalking. Other terms used to describe a victim may include "survivor" or "client."

H. "Workplace" is the building or work area constituting the principle place where work is performed or assigned, including common areas and private or personal work areas; and remote areas where an employee is engaged in official business; and any vehicle, either employer- or privately owned, when used for official business purposes.

I. "Workplace Safety Planning" is a process specific to the workplace that a victim/survivor of domestic violence may use with or without the help of a management or other workplace representative to protect both physical and emotional safety of the victim and other people in the workplace.

8.4.2 Application of this Rule

A. The provisions of this Rule apply to regularly appointed employees.

B. For regularly appointed employees who are represented under the terms of a collective bargaining agreement, this Rule prevails except where it conflicts with the collective bargaining agreement, any memoranda or agreement or understanding signed pursuant to the collective bargaining agreement, or any established and recognized practice relative to the members of the bargaining unit.

C. This Rule does not apply to individuals who are hired under the terms of a grant that includes provisions that conflict with this Rule. These individuals are subject to all applicable federal, state and City laws.

D. This Rule does not apply to temporary employees. Temporary employees are governed by Personnel Rule 11 and all applicable federal, state and City laws

E. This Rule does not apply to employees of City departments that have alternative internal investigation procedures established by ordinance unless the affected employees are not subject to such internal investigation procedures.

F. Appointing authorities may establish written policies and procedures for the implementation of this Rule to facilitate the management of the personnel system within their employing units, provided that such policies and procedures do not conflict with the provisions of this Rule.

8.4.3 Domestic Violence, Sexual Assault, and Stalking Policy

A. The City of Seattle is committed to providing a safe and secure workplace and will not tolerate domestic violence, sexual assault, or stalking by or toward any employee or other person while in the City workplace or while conducting City business at any other location. When potential threats are identified, department rules, including a security assessment, that implement the Workplace Violence Prevention Program will be used.

B. The City of Seattle does not take any adverse employment action against an employee on the basis that an employee is, or is perceived to be, a victim of domestic violence, sexual assault, or stalking.

C. The City of Seattle is committed to supporting employees who are victims of domestic violence, sexual assault, or stalking. The City will provide assistance, in consideration of the needs of the victims/survivors, within accepted policies and practices. This may include resource and referral information, work schedule adjustments or leave as needed and required under RCW 49.90.005 et. seq , assistance in developing a workplace safety plan, workplace relocation, assistance in processing changes in benefits information as allowable during non-enrollment periods, and/or consideration in performance evaluations of the impact domestic violence, sexual assault, or stalking may have on an employee's work performance. The victim's needs for confidentiality and self-determination will

be respected whenever possible. The City reserves the right to disclose limited information and take action when it is necessary to protect the safety of City employees or required by law. Information disclosed to the City under Personnel Rule 7.11 shall be subject to the confidentiality provisions of that Rule.

D. City of Seattle employees shall not use City resources to perpetrate domestic violence, sexual assault or stalking; shall not threaten, or commit an act of domestic violence, sexual assault, or stalking in the workplace; or misuse job-related authority in order to assist perpetrators in locating a victim and/or in perpetrating an act of domestic violence, sexual assault, or stalking.

E. Disciplinary action up to and including termination may be taken against an employee who has committed an act of sexual assault, domestic violence or stalking, when such an action has a relationship to or impact on any employee's work for the City of Seattle regardless of whether such an act occurred in or near the workplace. A relationship or impact exists when, for example, sexual assault, domestic violence or stalking are committed at the workplace or when City resources such as phones, fax machines, e-mail, or City maintained information are used to further such actions. For represented and civil service employees, just cause standards will apply to such discipline, taking into account the City's strong policy against sexual assault, domestic violence and stalking.

F. The City of Seattle will provide mandatory training on domestic violence, sexual assault and stalking to current and new executives, managers, supervisors, safety staff, front desk staff and human resources professionals. The City will provide training to new staff, other than those in the categories listed above, as requested by Department managers.

8.4.3 Workplace Domestic Violence, Sexual Assault, and Stalking Prevention Program

A. The Seattle Human Resources Director, with assistance from the Domestic Violence and Sexual Assault Prevention Division (DVSAP) Director, shall implement a Citywide Domestic Violence, Sexual Assault, and Stalking Prevention Program to be administered as part of the City's Workplace Violence Prevention Program. The program components shall include but not be limited to security and safety assessment in accordance with the Workplace Violence Prevention Program rules; guidelines that supervisors and others may use to appropriately assist victims of domestic violence, sexual assault, or stalking; training of new employees, supervisors and managers; provision of information about resources; and education programs for all City employees.

B. The Seattle Department of Human Resources, through its Safety Unit, will:
   1. Have its Citywide Workplace Violence Prevention Coordinator on call 24/7 to triage reports of alleged domestic violence, sexual assault or

stalking affecting City employees in the workplace using protocols developed by HSD-DVSAP staff;

2. Provide preliminary guidance and consultation to callers based on resource information generated by the DVSAP Division of HSD as well as relevant workplace safety protocols, and refer them to those resources, including DVSAP, as appropriate;
3. Include brief DVSAP procedural and resource information as part of the Safety portion of New Supervisor Orientations;
4. Review and distribute DVSAP posters and distribute hard copies of DVSAP information and resources materials, and post DVSAP information and resources on the City's Inweb, etc. as part of the City's overall Safety communications efforts; and
5. Be consulted on workplace safety plans being developed for employee victims when appropriate, to ensure that the overall safety of the workplace is not being compromised.

C. Human Services Department's Domestic Violence and Sexual Assault Prevention Division will:

1. Develop and present trainings to those who are mandated to receive it: current and new executives, managers, supervisors, safety staff, front desk staff and human resources professionals in their departments in order to assist them with effectively responding to domestic violence, sexual assault, or stalking concerns; these trainings will include guidelines that supervisors and others may use to appropriately assist victims of domestic violence, sexual assault and stalking;
2. Develop and present trainings to new employees on basic domestic violence, sexual assault and stalking, as requested by Department managers;
3. Provide each department, via the City's Workplace Violence Prevention staff, with a list of resources and services available to victims and perpetrators of domestic violence, sexual assault or stalking;
4. Provide basic information materials, via the City's Workplace Violence Prevention staff, concerning domestic violence, sexual assault and stalking prevention and intervention (in flyers, in pamphlets, on tear-off sheets, etc.) that departments can post in common work areas, rest areas and other locations for employees to obtain in a confidential manner; and
5. Periodically provide domestic violence, sexual assault and stalking awareness programs for employees in order to increase employee awareness of domestic violence, sexual assault and stalking and to identify on how those resources may be accessed.

Personnel Rule 9.1 – Alternative Work Schedule

9.1.0 Authority

SMC 3.102.010 and subsequent revisions thereto, Office Hours

SMC 4.04.030 and subsequent revisions thereto, Definitions

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-making Authority

SMC 4.04.220 and subsequent revisions thereto, Layoff

SMC 4.20.170 and subsequent revisions thereto, Eight-hour Day—Five-day Week

SMC 4.20.190 and subsequent revisions thereto, Holiday Pay or Time Off

9.1.1 Definitions

A. "Appointing authority" shall mean the head of an employing unit, authorized by ordinance or City Charter to employ others on behalf of the City. The term includes and can be used interchangeably with department head, department director, superintendent, or chief.
B. "Compressed workweek" shall mean any schedule which allows a full-time employee to work a 40 hour workweek in less than five days.
C. "Core work hours" shall mean a designated period of time during the employee's workweek when he or she is expected to be working and available in person or via the telephone or computer unless the employee is on approved leave.
D. "Employing unit" shall mean any department of the City and, within the Executive and Legislative Departments, any office created by ordinance.
E. "Flex time" shall mean a work scheduling system which allows employees to alter their own work hours within parameters set by the appointing authority and with prior approval of the employee's supervisor.
F. "4/10 workweek" shall mean a compressed workweek comprised of a work schedule which allows employees to work 40 straight time hours per workweek in four ten-hour days.
G. "9/80 workweek" shall mean a compressed workweek comprised of a work schedule which allows employees to work 80 straight time hours per pay period over a nine day period.
H. "Hourly employee" shall mean employee who is compensated on an hourly basis for each hour of work performed, including time worked beyond 40 hours in a work week.
I. "Job Sharing" shall mean an alternative work arrangement by which the responsibilities and job duties of a single full-time position are shared by two part-time employees.

J. “Overtime threshold” shall mean a combined total of 40 straight-time hours of work and/or paid leave, per workweek. Hours worked beyond the overtime threshold must be compensated at the appropriate overtime rate of pay.
K. "Part-time employee" shall mean an employee whose authorized work schedule is at least 20 hours but less than 40 hours per week.
L. "Straight time" shall mean non-overtime hours for which the employee is compensated. Straight time shall include paid leave as well as work hours of 40 hours or less in a workweek.
M. "Workweek" shall mean a designated block of 168 hours within which an employee’s work schedule is contained.

9.1.2 Application of this Rule

A. The provisions of this Rule apply to regularly appointed employees.
B. For regularly appointed employees who are represented under the terms of a collective bargaining agreement, this Rule prevails except where it conflicts with the collective bargaining agreement, any memoranda of agreement or understanding signed pursuant to the collective bargaining agreement, or any recognized and established practice relative to the members of the bargaining unit.
C. This Rule does not apply to individuals who are employed under the terms of a grant that includes employment provisions that conflict with this Rule.
D. This Rule does not apply to individuals hired by the City on a temporary, intermittent or seasonal basis, or for a work schedule of fewer than 20 hours per week, nor does it apply to individuals hired under contract to the City.
E. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of the personnel system within their employing units, provided that such policies and procedures do not conflict with the provisions of this Rule.

9.1.3 General Provisions

The City’s normal hours of operation are from 8:00 a.m. to 5:00 p.m. each day from Monday through Friday, except on days designated as City holidays. The appointing authority may establish employee work schedules that vary from the statutory schedule as long as business operations continue as required by municipal law.

9.1.4 Purpose

Alternative work schedules, including part-time employment, job sharing arrangements, compressed workweeks and/or flex time may be implemented as work management alternatives when it benefits the City of Seattle by improving employee recruitment and retention or otherwise suits the City’s business needs.

9.1.5 Alternative Work Schedule Request and Approval

A. When the appointing authority determines that the position's work can be effectively carried out and accounted for under such conditions, the appointing authority or a designated management representative may approve an employee's request for;
    1. A job sharing work arrangement; or
    2. A flex time work schedule with designated core work hours; or
    3. A compressed workweek schedule that may include a 4/10 workweek, or a 9/80 workweek,
    B. Terms and conditions of individual alternative work schedules shall be set forth in written agreements signed by each participating employee and authorized prior to implementation by the appointing authority or designated management representative.
C. An employee who is hired into a full-time position may request to reduce his or her hours to part-time for a stated period of time, may request his or her hours be reduced to part-time on a permanent basis, or may request transfer to a part-time position in the same class. The appointing authority must approve any reduction in hours in order for an alternative work schedule to go into effect.
D. The appointing authority's decision regarding the establishment of an alternative work schedule is final and not subject to appeal.

9.1.6 Work Hours

A. Unless the appointing authority approves otherwise, an employee who is appointed to a position with an alternative schedule shall either work his or her assigned hours or submit a request and/or relevant documentation supporting his or her use of available paid leave as appropriate.
B. Employees who are appointed to part-time positions may be assigned additional hours periodically or continuously. The addition of hours shall not be a guarantee of these hours unless a permanent change in hours is approved in writing by the appointing authority or designated management representative.

9.1.7 Part-time Employment Service Credit

A. For a part-time employee, each calendar day subsequent to regular appointment is counted for purposes of length of probation. A part-time employee's actual non-overtime paid hours count toward paid leave accrual, and service credit for layoff, step progression and retirement.
B. A regularly appointed part-time employee must complete 1040 regular pay hours or 6 calendar months of continuous employment, whichever is earlier, to be eligible to use accrued vacation.

9.1.8 Leaves Pro-rated

A. Holidays. The holiday benefit consists of up to eight hours of pay per holiday. An hourly employee whose normal day off falls on an officially observed holiday

shall receive another day off, with pay, during the same workweek in which the holiday occurs.

1. An hourly employee on a full-time compressed workweek schedule will receive eight hours of holiday pay per holiday and may charge the difference against an appropriate paid leave balance or with supervisory approval, be unpaid or flex the time during the workweek in which the holiday occurs. Alternatively, the appointing authority may approve a regular 8-hour-per-day, 5-days per week schedule during the pay periods that include a holiday.
2. A part-time employee receives holiday pay pro-rated based on his or her work schedule. If his or her schedule regularly fluctuates, or changes for at least 30 days prior to the holiday, the holiday benefit is based on the average straight time hours compensated during the pay period immediately prior to the pay period in which the holiday falls.

B. Funeral Leave. The appointing authority may approve eight hours of funeral leave per occurrence for a full-time employee to attend the funeral of a close relative. An additional eight hours may be granted if funeral attendance requires round-trip travel of 200 miles or more. Funeral leave is pro-rated for a part-time employee based on his or her work schedule. If the employee's schedule regularly fluctuates, or changes for at least 30 days prior to the funeral for which the leave is required, the leave benefit is based on the average of straight time hours compensated during the pay period immediately prior to the pay period in which the funeral leave occurs. An hourly employee on a full-time compressed workweek schedule will receive eight hours of funeral leave compensation for each day of funeral leave authorized by the appointing authority. The amount of funeral leave for which a part-time employee is eligible shall be pro-rated based on his or her normal work schedule.

C. Family and Medical Leave. To calculate the availability and usage of an employee's Family and Medical Leave entitlement, unpaid leave may be converted to a work hour equivalent for a full-time employee. The conversion is pro-rated for a part-time employee based on the normal work schedule. An employee with a fluctuating work schedule is eligible for a pro-rated amount of Family and Medical Leave based on the average number of straight time hours worked per pay period in the previous twelve months.

D. Merit Leave. A salaried part-time employee shall be eligible for consideration for a pro-rated award of merit leave based on the number of hours he or she is authorized to work per pay period regardless of the number of hours actually worked.

9.1.9 Overtime

Hourly employees are eligible to receive overtime compensation for all hours worked beyond the overtime threshold in a work week.

9.1.10 Discontinuation of Alternative Work Schedules

A. The appointing authority may terminate alternative work schedules when the schedule ceases to meet the business needs of the employing unit.
B. The appointing authority's decision regarding the revocation of an alternative work schedule is final and not subject to appeal.
C. The appointing authority, or designated management representative, may terminate a job sharing arrangement at any time, for any reason, upon written notice to the affected employees. Recognizing that termination of a job sharing arrangement may result in the layoff of one or both of the participating employees, fourteen (14) calendar days prior written notice shall be provided to the affected employees unless the appointing authority determines that the reason for the termination of the job sharing arrangement warrants shorter notice. The appointing authority's decision shall be final.

9.1.11 Part-time Employee Options for Transfer to Avoid Layoff

In the event a part-time employee displaces a full-time employee holding a full-time position, or vice versa, the appointing authority may require the displacing employee to work on the same part-time or full-time basis as does the employee to be displaced.

Personnel Rule 9.2 - Telecommuting

9.2.0 Authority

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-making Authority

SMC 4.20.230 and subsequent revisions thereto, Overtime work defined.

SMC 4.20.240 and subsequent revisions thereto, Overtime work—When authorized.

SMC 4.20.250 and subsequent revisions thereto, Overtime work—Rates of pay.

City of Seattle Ordinance #117503 An ordinance adopting a policy under which City employees may telecommute.

RCW 70.94.531 Transportation demand management, Requirements for employers.

29 CFR 790 General Statement as to the Effect of the Portal to Portal Act of 1947 on the Fair Labor Standards Act of 1938

9.2.1 Definitions

A. "Alternative worksite" shall mean a location where the telecommuting employee's work is performed other than the primary worksite. The alternative worksite may be located either at the employee's home or at a site other than the employing unit's primary worksite.
B. "Appointing authority" shall mean the head of an employing unit authorized by ordinance or City Charter to employ others on behalf of the City, or a designated management representative. The term includes and can be used interchangeably with department head, department director, superintendent, or chief.
C. "Core work hours" shall mean a designated period of time during the employee's workweek when he or she is expected to be working and available in person or via the telephone or computer unless the employee is on approved leave.
D. "Employing unit" shall mean any department of the City and, within the Executive and Legislative Departments, any office created by ordinance.
E. "Hourly employee" shall mean an employee who is compensated on an hourly basis for each hour of work performed, including time worked beyond 40 hours in a workweek.
F. "Primary worksite" shall mean the City office, shop, or other facility that is owned, leased, or under the City of Seattle's direct control where the employee is regularly assigned to perform the work associated with his or her job.
G. "Regularly appointed employee" shall mean an individual with a probationary, regular or exempt appointment to a position of City employment.

H. "Telecommuting" shall mean an arrangement in which the employee's job duties may be performed at an alternative location, such as the employee's residence or a satellite office located closer to the employee's residence than the worksite where the employee is regularly assigned.
I. "Telecommuting agreement" shall mean a written agreement between an employee who wishes to telecommute and his or her appointing authority that describes the conditions and expectations of the telecommuting arrangement. At minimum, the telecommuting agreement shall include an inventory of materials and equipment provided by the employing unit, if any; productivity expectations; scheduled work hours; and an outline of the process by which City-owned equipment, if any, shall be returned to the employing unit's place of business upon termination of the telecommuting arrangement. The telecommuting agreement must be reviewed and renewed at least annually for the duration of the telecommuting arrangement.

9.2.2 Application of this Rule

A. The provisions of this Rule apply to regularly appointed employees.
B. For regularly appointed employees who are represented under the terms of a collective bargaining agreement, this Rule prevails except where it conflicts with the collective bargaining agreement, any memoranda of agreement or understanding signed pursuant to the collective bargaining agreement, or any recognized and established practice relative to the members of the bargaining unit.
C. This Rule does not apply to individuals who are employed under the terms of a grant that includes employment provisions that conflict with this Rule.
D. This Rule does not apply to individuals hired by the City on a temporary, intermittent or seasonal basis, or for a work schedule of fewer than 20 hours per week, nor does it apply to individuals hired under contract to the City.
E. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of the personnel system within their employing units, provided that such policies and procedures do not conflict with the provisions of this Rule.

9.2.3 Purpose

Telecommuting may be implemented as a practical work management alternative when it benefits the City of Seattle in 1 or more of the following ways:

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

9.2.4 Request and Approval

A. An employee may request, and the appointing authority may approve, telecommuting work arrangements when the appointing authority determines that the employee's work can be effectively carried out and accounted for under such conditions. Terms and conditions of individual telecommuting arrangements shall be set forth in completed and signed telecommuting agreements.
B. The appointing authority shall make the determination, not subject to review or appeal, as to the suitability of the employee's work to a telecommuting arrangement. The appointing authority may authorize a telecommuting arrangement when he or she determines it to be a feasible work option. A change in any one of these elements shall require another review of the feasibility of the telecommuting arrangement. Factors that the appointing authority may, but is not obligated to, use in evaluating a telecommuting arrangement, are the following:
    1. Impacts on customers and other employees;
    2. Employee's demonstrated ability to maintain quality, quantity, and timeliness of service or product;
    3. Whether or not there exists a good working relationship between the supervisor and employee.
    4. Whether or not the employee's job consists of tasks that can be effectively accomplished without the resources of the primary worksite immediately accessible to the employee;
    5. Whether or not the alternative worksite meets essential workplace safety standards and is generally free from excess distractions during the employee's designated work hours; and
    6. Whether the location of proposed alternative worksite provides for convenient access to the employee's supervisor or management representative.

9.2.5 Work Hours

A. An hourly employee's core work hours must be authorized by his or her supervisor and may only be changed with the supervisor's prior approval.
B. An hourly employee may not work more than his or her scheduled hours without the explicit prior approval of his or her supervisor. Hourly employees may be disciplined for working unauthorized overtime. It is the responsibility of the supervisor to avoid contacting, or allowing co-workers or customers to contact, the employee outside of his or her scheduled work hours. Work-related contact with the employee is compensable time whenever it occurs.
C. Unless the employee is on pre-approved leave time, the employee shall be available for communication with his or her supervisor or delegated management representative by telephone or computer as directed during his or her designated core work hours.

9.2.6 Working Conditions

A. Telecommuting arrangements shall have no effect on compensation, benefits, job responsibilities, leave accrual, or other terms of employment.
B. The employee shall be covered by the City's workers' compensation plan for all job-related injuries or illnesses occurring at the alternative worksite during the employee's defined work period. If an employee has incurred a work-related injury while telecommuting, the employee shall notify his or her supervisor immediately and complete all necessary documents concerning the injury. Worker's compensation will not apply to non-job-related injuries or illnesses that may occur at the alternative worksite.

9.2.7 Primary Worksite

The employee shall report to the employing unit's primary worksite for in-person meetings when so directed.

A. The employee shall be provided a minimum of 24 hours notice prior to an in-person meeting except in cases of unforeseen emergency.
B. The City of Seattle or the employing unit shall not reimburse the employee for expenses incurred for the employee's travel to and from the primary worksite.
C. When an hourly employee's workday has begun prior to, and is completed subsequent to the primary worksite in-person meeting, time spent in transit shall be included in the computation of the employee's hours worked.

9.2.8 Alternative Worksite

A. The employee shall be responsible for maintaining his or her alternative worksite free from disruptions that are not a direct result of the employee's assigned job duties.
B. The employee must permit his or her supervisor, or a management representative, access to the alternative worksite in order to perform routine inspections to ensure adequate health and safety conditions and a proper work environment are maintained.
    1. The appointing authority shall determine and communicate the standards for safe and healthful working conditions required for the work being performed by the employee. The employee shall be responsible for establishing and maintaining these safe and healthful working conditions at the alternative worksite.
    2. The appointing authority shall determine the frequency with which the alternative worksite may be inspected and shall provide a minimum of 24 hours notice before such inspections. The appointing authority may perform a safety assessment that ensures that the alternative worksite meets Occupational Safety and Health Administration guidelines as well as provides adequate lighting and physical space requirements, fire protection, and reasonable security for City equipment and/or data.
C. Unless the appointing authority approves the expense, the employing unit shall not reimburse the employee for any costs incurred for construction, renovation,

heating/air conditioning, lighting, or electrical work associated with the alternative worksite.

9.2.9 Equipment, Software, Files, Documents, and Other Materials

A. Employees may choose to use their own equipment and software in order to perform work at home. Employees shall not be reimbursed for the use of their own equipment.
B. All equipment and software, when employed for City business purposes, shall comply with City of Seattle technology standards as established by the City's Chief Technology Officer or his or her designee(s).
C. At the sole discretion of the appointing authority, City equipment (including furniture, computer hardware or software, or telephone lines) may be installed at the alternative worksite. Employees shall not be required to purchase their own equipment. Should the appointing authority choose not to approve the purchase and/or installation of City equipment, the employee shall have the option of remaining at the regular workplace and utilizing the equipment at that location.
D. City of Seattle equipment, if any, shall only be used for City of Seattle business. Equipment supplied by the employing unit shall be made available to the supervisor or the designated management representative for maintenance and inspection at any time during the employee's core work hours. Use of City equipment for purposes not related to City of Seattle business may be grounds for termination of the telecommuting agreement and/or disciplinary action. The appointing authority shall determine the frequency and means by which City owned equipment shall be serviced and maintained.
E. The employee shall take reasonable precautions to protect City owned equipment, if any, from theft, damage, or misuse. When the alternative worksite is the employee's home, it is the employee's responsibility to ensure that his or her homeowner's or rental insurance policy adequately covers equipment used for telecommuting purposes.
F. The employee's responsibility for the security of City documents, files and other materials is the same while the employee is in transit and/or working at an alternative worksite as when he or she is in the primary worksite.

9.2.10 Discontinuation of Telecommuting Arrangements

A. An employee may terminate his or her participation in a telecommuting arrangement at any time; for any reason, upon written or verbal notice to his or her supervisor. Fourteen calendar days prior written notice shall be provided to the appointing authority unless the appointing authority determines that the reason for the termination of the telecommuting arrangement warrants shorter notice.
B. The appointing authority may terminate an individual employee's telecommuting arrangement at any time, for any reason, upon written notice to the employee. Fourteen calendar days prior written notice shall be provided to the affected employee unless the appointing authority determines that the reason for the

termination of the telecommuting arrangement warrants shorter notice. The appointing authority's decision shall be final.

Personnel Rule 9.3 – Meal and Rest Breaks

9.3.0 Authority

SMC 3.102.010 and subsequent revisions thereto, Office Hours

SMC 4.04.030 and subsequent revisions thereto, Definitions

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-making Authority

SMC 4.34.055 and subsequent revisions thereto, Lactation Breaks

WAC 296.126.092, Meal Periods—Rest Periods

Fair Labor Standards Act of 1938 as amended. 29 U.S.C. 207, Lactation Breaks

9.3.1 Definitions

A. "Appointing authority" shall mean the head of an employing unit authorized by ordinance or City Charter to employ others on behalf of the City or a designated management representative. The term includes and can be used interchangeably with department head, department director, superintendent, or chief.
B. "Employing unit" shall mean any department of the City and, within the Executive and Legislative Departments, any office created by ordinance.
C. "Hourly employee" shall mean an employee who is compensated on an hourly basis for each hour of work performed, including time worked beyond 40 hours in a workweek.
D. "Regularly appointed employee" shall mean an individual with a probationary, regular or exempt appointment to a position of City employment.

9.3.2 Application of this Rule

A. The provisions of this Rule apply to regularly appointed hourly employees.
B. For regularly appointed employees who are represented under the terms of a collective bargaining agreement, this Rule prevails except where it conflicts with the collective bargaining agreement, any memoranda of agreement or understanding signed pursuant to the collective bargaining agreement, or any recognized and established practice relative to the members of the bargaining unit.
C. This Rule does not apply to individuals who are employed under the terms of a grant that includes employment provisions that conflict with this Rule.
D. This Rule does not apply to individuals hired by the City on a temporary, intermittent or seasonal basis, or for a work schedule of fewer than 20 hours per week, nor does it apply to individuals hired under contract to the City.

E. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of the personnel system within their employing units, provided that such policies and procedures do not conflict with the provisions of this Rule.

9.3.3 Lunch break

A. All hourly employees who work more than 5 consecutive hours shall take an unpaid lunch break of at least 30 minutes. The appointing authority may place a limit as to the maximum length of unpaid time off that the hourly employee is authorized to utilize for his or her lunch break.
B. Lunch breaks shall begin no more than 5 and no less than 2 hours after the employee begins work for the day.
C. Scheduling of lunch breaks requires supervisory approval.

9.3.4 Rest breaks

A. Hourly employees shall be allowed a paid 15-minute rest break for each 4 consecutive hours of work time.
B. Rest breaks shall be scheduled as near as possible to the midpoint of each 4-hour work period, subject to supervisory approval.
C. Where the nature of the work allows employees to take intermittent rest periods equivalent to 15 minutes for each 4 hours worked, scheduled rest periods shall not be required.

9.3.5 Lactation breaks

Any employee who is breastfeeding her child shall be provided:

A. Paid breaks to express breast milk for her nursing child each time the employee has such a need, for up to one year after the child's birth. Such lactation breaks must be of reasonable length and frequency.
B. A place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk.

Personnel Rule 10.1 – Personnel File

10.1.0 Authority

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-making Authority

SMC 3.104.010 and subsequent revisions thereto, Fees for copies.

RCW 42.17.310 and subsequent revisions thereto, Disclosure—Campaign finances—Lobbying—Records.

RCW 49.12.240 and 250 and subsequent revisions thereto, Employee inspection of personnel file—Erroneous or disputed information.

RCW 40.14.070 and subsequent revisions thereto, Destruction, disposition of local government records—Preservation for historical interest—Local records committee, duties—Record retention schedules.

WAC 296-126-050(1)-(3) and subsequent revisions thereto, Employment Records

The Immigration Reform and Control Act of 1986

The Americans with Disabilities Act of 1990, Titles I and V

10.1.1 Definitions

A. "Appointing authority" shall mean the head of an employing unit authorized by ordinance or City Charter to employ others on behalf of the City, or a designated management representative. The term includes and can be used interchangeably with department head, department director, superintendent, or chief.
B. "Confidential file" shall mean any files created and maintained for the purpose of holding as appropriate 1) protected class information 2) I-9 forms 3) medical information such as workers' compensation claims and related materials, medical certifications to substantiate absences from work, physician evaluations of fitness for duty, information related to drug/alcohol testing, requests for accommodation, and applications for medical leaves of absence.
C. "Employment file" shall mean files that include employment related information. Employment information shall include, but may not be limited to, except as herein provided, the following items: application for employment or resume; related background information and skills test results, if applicable; job offer/acceptance correspondence, employee name, address and emergency information; payroll deduction and benefit selection records, domestic partner affidavit, beneficiary designations for final paycheck, retirement, and benefit payment; classification

and salary change information; training information; commendations; disciplinary action; non-medical leave requests and performance evaluations.

D. "Internal applicant" shall mean a regularly appointed City employee who applies for another position of City employment.

E. "Personnel file" shall mean the compilation of records regarding employees that consists of three separate composite components designated as employment, confidential, and supervisor files.

F. "Regularly appointed employee" shall mean an individual with a probationary, regular or exempt appointment to a position of City employment.

G. "Supervisor file" shall mean files maintained by the employee's supervisor which may include, but are not limited to, documents reflecting workplace or performance expectations, the employee's performance or conduct, communications between employee and supervisors, counseling efforts and discipline. A supervisor file shall not contain any documents containing confidential employee medical information.

10.1.2 Application of this Rule

A. The provisions of this Rule apply to regularly appointed employees.

B. For regularly appointed employees who are represented under the terms of a collective bargaining agreement, this Rule prevails except where it conflicts with the collective bargaining agreement, any memoranda of agreement or understanding signed pursuant to the collective bargaining agreement, or any recognized and established practice relative to the members of the bargaining unit.

C. This Rule does not apply to individuals who are employed under the terms of a grant that includes employment provisions that conflict with this Rule.

D. This Rule does not apply to individuals hired by the City on a temporary, intermittent or seasonal basis, or for a work schedule of fewer than 20 hours per week, nor does it apply to individuals hired under contract to the City.

E. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of the personnel system within their employing units, provided that such policies and procedures do not conflict with the provisions of this Rule.

10.1.3 Development of Files

A. Employment and confidential personnel files for each employee shall be established by the appointing authority upon initial employment with the City and shall be maintained in a secure and central location.

B. Upon the employment of each subordinate, supervisors may establish a supervisor's file.

10.1.4 Maintenance of File

A. Each employee is responsible for providing his or her appointing authority or designated management representative with current home address and emergency contact information in a timely fashion when changes occur.
B. If, upon review of his or her personnel file, an employee finds a document that he or she believes is incorrect, the employee may request it be removed. The appointing authority shall determine whether the relevant document is erroneous and may direct its removal. Removal of documents from personnel files is at the sole discretion of the appointing authority. An employee shall not personally remove any documents from his or her personnel file. If the employee's request for the removal of a document from his or her personnel file is rejected by the appointing authority, the employee may insert a written response to the record in question into his or her file.
C. The appointing authority shall maintain the employment and confidential personnel files in a secure and central location until the employee moves to another department or separates from City service.

10.1.5 Access to File

A. Employees shall have access to their personnel files including any and all records filed in the employment, confidential, and supervisor file components at a frequency determined by the department but at least annually.
    1. An employee wishing to review his or her personnel file must be prepared to show photo identification to the management representative responsible for managing the files.
    2. A management representative shall remain with the employee while he or she reviews any or all of the components of his or her personnel file to ensure that the employee does not remove or alter any file documents.
    3. An employee may request a copy of any document in his or her personnel file. The first copy of any document shall be made available to the employee free of charge.
B. A hiring supervisor considering an internal applicant in a selection process shall be permitted to review the employment file component of the internal applicant's personnel file if that employee is in the final consideration process.
C. In compliance with federal Department of Transportation regulations, confidential personnel file records regarding drug and alcohol testing for holders of commercial drivers licenses shall be released to a prospective employer, as directed by the employee's specific written consent.
D. An employee's current first-line supervisor or higher-level manager may review the employee's employment file at any time.
E. Management and safety staff may be informed of an employee's medical restrictions to the extent necessary to effect an accommodation. Only Americans with Disabilities Act Coordinators or human resources staff acting in that capacity may review the employee's medical documentation.

10.1.6 Retention of File

A. In the event an employee transfers to another City department, the former department shall transfer all components of the employee's personnel file to the hiring department.
B. When an employee leaves City service all components of his or her personnel file shall be transferred to the Seattle Department of Human Resources for retention and disposal. Unless otherwise required by law, contents of the personnel file retained by the Seattle Department of Human Resources shall be disposed of 6 years following an employee's separation.

Personnel Rule 10.2 – Employee Verifications and References

10.2.0 Authority

SMC 4.04.040 and subsequent revisions thereto, Administration

SMC 4.04.050 and subsequent revisions thereto, Rule-making Authority

WAC 162-12-140 and subsequent revisions thereto, Pre-employment Inquiries

49 CFR 382.413 and subsequent revisions thereto, Inquiries For Alcohol and Controlled Substances Information From Previous Employers

RCW 42.17.310 and subsequent revisions thereto, Disclosure—Campaign finances—Lobbying—Records.

10.2.1 Definitions

A. "Appointing authority" shall mean the head of an employing unit authorized by ordinance or City Charter to employ others on behalf of the City, or a designated management representative. The term includes and can be used interchangeably with department head, department director, superintendent, or chief.
B. "Employee references" shall mean the requested range of employment information about current and former employees that is broader than that of an employment verification. Unlike an employment verification, an employee reference may include documented information such as the subject employee's job performance, attendance, skills and abilities.
C. "Employment verification" shall mean the limited range of employment information about current and former employees that may be routinely provided in response to the request of another employer or agency.
D. "Employing unit" shall mean any department of the City and, within the Executive and Legislative Departments, any office created by ordinance.
E. "Seattle Human Resources Director" shall mean the head of the Seattle Department of Human Resources or his or her designated management representative.
F. "Regularly appointed employee" shall mean an individual who has a probationary, regular or exempt appointment to a position of City employment.

10.2.2 Application of this Rule

A. The provisions of this Rule apply to regularly appointed employees.
B. For regularly appointed employees who are represented under the terms of a collective bargaining agreement, this Rule prevails except where it conflicts with the collective bargaining agreement, any memoranda of agreement or understanding signed pursuant to the collective bargaining agreement, or any recognized and established practice relative to the members of the bargaining unit.

C. This Rule does not apply to individuals who are employed under the terms of a grant that includes employment provisions that conflict with this Rule.
D. This Rule does not apply to individuals hired by the City on a temporary, intermittent or seasonal basis, or for a work schedule of fewer than 20 hours per week, nor does it apply to individuals hired under contract to the City.
E. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of the personnel system within their employing units, provided that such policies and procedures do not conflict with the provisions of this Rule.

10.2.3 Official Requests for Information

Official requests for information filed by federal, state, or local authorities, including officials and authorized representatives of the courts, law enforcement, and other government agencies shall be routed to the Seattle Human Resources Director or the appointing authority. After determining the legitimacy of the request, the Seattle Human Resources Director or the appointing authority shall provide this information in the form requested by the agency or official and shall reasonably attempt to inform the individual about the disclosure. However, the appointing authority or Seattle Human Resources Director shall not inform current and/or former employees of any government information requests related to an ongoing investigation of the employee's alleged criminal activity.

10.2.4 Employment Verification

In responding to another employer's or agency's request for verification of employment information about a current or former employee, the Seattle Human Resources Director shall provide the individual's:

1. Start and end dates of employment,
2. Title of position(s) held, and
3. Wage or salary information.

10.2.5 Employee References

A. The appointing authority shall designate a management representative to whom all incoming requests for employment references shall be directed. All requests for employee references, including those submitted by other City of Seattle employing units, shall be routed via the appointing authority or designated management representative. The appointing authority or designated management representative may refer the employee reference request to the current or former employee's current or most recent supervisor or manager, or to the employing unit's Human Resources staff except as provided in Rule 10.2.6.
B. Except as required by law and/or provided in Personnel Rule 10.2.4, no employee shall respond to a request for employment information unless the

individual who is the subject of such request has provided written authorization. Employees who have been asked to provide personal references regarding their professional relationships with other individuals shall do so at their own risk and shall make clear that they are speaking on behalf of themselves, rather than the City of Seattle.

10.2.6 Commercial Drivers License Information

Requests for information regarding a current or former employee's participation in the Department of Transportation's drug and alcohol testing program shall be referred to the Seattle Human Resources Director.

Personnel Rule 10.3 – Criminal Background Checks

10.3.0 Authority

SMC 4.04.040, and subsequent revisions thereto, Administration

SMC 4.04.050, and subsequent revisions thereto, Rule-making Authority

RCW 9.94A, and subsequent revisions thereto, Sentencing Reform Act

RCW 43.43.830, and subsequent revisions thereto, Background Checks -- Access to children or vulnerable persons

RCW 43.43.832, and subsequent revisions thereto, Background Checks -- Disclosure of information

RCW 74.34.021, and subsequent revisions thereto, Vulnerable Adult --Definition

15 U.S.C. §§ 1681-1681u, and subsequent revisions thereto, Fair Credit Reporting Act

RCW 19.182.020, and subsequent revisions thereto, Washington's Fair Credit Reporting Act

WAC 162-12-140, and subsequent revisions thereto, Washington Human Rights Commission, Pre-employment Inquiries

WAC 388-06-0110, and subsequent revisions thereto, Background Checks

10.3.1 Definitions

A. "Appointing authority" shall mean the head of an employing unit authorized by ordinance or City Charter to employ others on behalf of the City, or a designated management representative. The term includes and can be used interchangeably with department head, department director, superintendent, or chief.

B. "Criminal Background Check" shall generally mean an investigation into a person's conviction history to determine whether, in the last ten years, the person had been convicted of a felony, unless federal state or local law require a different definition for specific types of jobs. A "Criminal Background Check" may require fingerprinting and/or record checks of criminal convictions; it does not include consideration of arrest records that did not result in convictions.

C. "Confidential file" refers to the confidential portion of an employee's personnel file as defined in PR 10.1.1.(b).

D. "Conviction" shall mean an adjudication of guilt that includes a verdict of guilty, a finding of guilty, and acceptance of a plea of guilty.

E. “Employing unit” shall mean any department of the City and, within the Executive and Legislative Departments, any office created by ordinance.

F. "External applicant" shall mean an applicant for employment with the City who is not a regularly appointed employee.

G. “Vulnerable adults” shall mean adults of any age who lack the functional, mental, or physical ability to care for themselves. It shall also include any person who fits within the definition of “vulnerable adult” as that term is defined in RCW 74.34.

10.3.2 Application of this Rule

A. The provisions of this Rule apply to external applicants for City non-public safety positions and assignments, including temporary, work study and intern assignments.

B. Appointing authorities may establish written policies and procedures for the implementation of this Rule to facilitate the management of the personnel system within their employing units, provided that such policies and procedures do not conflict with the provisions of this Rule.

10.3.3 Criminal Background Check Policy

A. It is the City’s policy that the use of applicant criminal conviction information will be based on consideration of the relationship between past felony convictions and the potential risk to the City and its employees, residents and customers. The City will also comply with any federal or state law or regulation pertaining to background checks.

B. Offers of employment for City positions that fall under the following categories shall be conditioned upon a criminal background check as mandated by state and/or federal law. The extent of the background check will be dictated by the applicable state or federal law:

1. Positions with access to the Federal Criminal Justice Information System (CJIS).

2. Positions that process US Passports.

3. Positions at City Light with unsupervised access to electric generating facilities.

4. Positions that require a Special Police Commission.

5. Positions in a licensed day-care facility.

6. Positions that will have unsupervised access to children under the age of sixteen, developmentally disabled persons or vulnerable adults in facilities or operations that are licensed, relicensed or contracted by the State.

C. Offers of employment for City positions that fall under the following categories may be conditioned upon a criminal background check because of the City's interest in protecting City operations, residents, employees and customers:

1. Senior leadership positions (e.g., the Appointing Authority or senior managers reporting to the Appointing Authority).

2. Positions that handle significant amounts of cash, typically more than $500 per week.

3. Positions with access to confidential identity information which includes a name associated with a social security number, bank account information, credit card information, or other combination of information that could be used for identity theft or related criminal activity.

4. Positions that may involve unsupervised access to children under the age of sixteen, developmentally disabled persons or vulnerable adults other than in state licensed or contracted facilities or operations.

5. Positions with unsupervised access to homes of residents, meaning they work alone without direct supervision or they do not work in pairs or teams of employees.

6. Positions with major fiduciary responsibilities (e.g., employees charged with investing City funds).

7. Under limited circumstances, positions with broad, unsupervised access to City facilities after hours.

D. All costs and fees associated with the criminal background check process shall be paid by the employing unit.

E. Employing units will obtain a criminal background check report only with written permission of the applicant. Records received pursuant to the criminal background check shall be used only as part of the employment process, shall be filed with the employing unit and will be maintained in the employee's confidential personnel file upon hire or in the recruiting file if the candidate is not hired. Employing units shall extend the job offer before the criminal background check is conducted, with the job offer being contingent on the results of the background check report.

F. Finalists for the position of appointing authority or finalists for positions for confidential employees in the Mayor's Office may be subject to a background check before receiving a conditional job offer.

10.3.4 Consideration of Background Check Results for External Applicants

A. No person shall be disqualified from employment with the City solely or in part because of prior felony conviction that occurred within the past ten (10) years – unless the crime or crimes for which convicted directly relates to the position of employment sought.

B. When applying for positions under Section 10.3.3.B, all applicants are required to successfully complete the criminal background check process, pursuant to federal and state laws. Nothing in this policy is intended to supersede applicable federal and state laws relating to criminal background checks.

C. When the employing unit receives conviction information it considers to be disqualifying for positions listed under Section 10.3.3.C, it will notify the Employment Services Division of the Seattle Department of Human Resources in writing specifying how the conviction information directly relates to the position of employment. The Employment Services Division will review the requirements of the job, the background check report and any relevant information in determining whether the conviction directly relates to the position of employment sought. The Employment Services Division will submit a confidential recommendation to the Seattle Human Resources Director.

D. Before any decision is made not to hire a candidate based on conviction information, the candidate will be notified by the Employment Services Division of the employing unit's proposed action to not offer the position based on the conviction report, given a copy of the report and a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act". The applicant will have ten (10) working days to respond to the proposed action after receiving written notification of the action.

E. The Seattle Human Resources Director will make the final determination as to whether such information disqualifies the external applicant for employment and shall notify the employing unit.

F. Should the City reject the applicant due, partially or solely, to the finalist's prior conviction of a crime, the Employing Unit's Human Resources Manager shall notify the finalist in writing of 1) the name, address, and phone number of the outside agency that supplied the report and 2) a statement that the outside agency that supplied the report did not make the decision to take the adverse action and cannot give specific reasons for it, 3) a notice of the applicant's right to dispute the accuracy or completeness of any information the agency furnished, and his or her right to an additional, free consumer report upon request.

10.3.5 Mandatory Inquiries for Employing Units Providing Services to Children, Developmentally Disabled Persons and Vulnerable Adults

All Employing Units shall require any applicant whose position will routinely have unsupervised access to children under sixteen years of age, developmentally disabled persons or vulnerable adults to disclose 1) whether the applicant has been convicted of a crime, 2) has had findings against him or her in any civil adjudicative proceeding under RCW 43.43.830, including findings of domestic violence, abuse, sexual abuse, neglect, abandonment, violation of a professional licensing standard regarding a child or vulnerable adult, or exploitation or financial exploitation of a child or vulnerable adult under any provision of law. This requirement applies whether or not a background check is completed.

Personnel Rule 11.0 – Temporary Employment

11.1 Authority

SMC 4.04.030 and subsequent revisions thereto, Definitions

SMC 4.04.045 and subsequent revisions thereto, Temporary employment service

SMC 4.04.075 and subsequent revisions thereto, Alternative dispute resolution

SMC 4.04.280 and subsequent revisions thereto, Temporary employment oversight and compliance systems

SMC 4.13.020 and subsequent revisions thereto, System-wide exemptions from the Civil Service and Public Safety Civil Service Systems

SMC 4.20.055 and subsequent revisions thereto, Premium pay, compensation and benefits for temporary workers

SMC 4.20.190 and subsequent revisions thereto, Holiday pay or time off

SMC 4.20.220, and subsequent revisions thereto, Jury duty or subpoena as witness—No loss of pay

SMC 4.24.010, and subsequent revisions thereto, Computation of sick leave – exemptions

SMC 4.28.010, and subsequent revisions thereto, Granting of funeral leave

SMC 4.30.010, and subsequent revisions thereto, Establishment of eligibility for certain funeral leave and non-personal sick leave uses

SMC 4.34.005, and subsequent revisions thereto, Definitions

SMC 4.34.045, and subsequent revisions thereto, Eligibility for use of accrued vacation credit

SMC 4.44.020, and subsequent revisions thereto, City compensation additional to State Industrial Insurance and Medical Aid

RCW 1.16.050 – Legal Holidays and Legislatively Recognized Days

RCW 49.44.160, Public Employers—Intent

RCW 49.44.170, Public Employers—Unfair Practices—Definitions--Remedies

King County Superior Court Order No. 02-2-29165-1 SEA, Larry D. Glaser et al vs. City of Seattle

11.2 Definitions

A. "Appointing authority" shall mean an individual authorized by City Charter or ordinance to employ others on behalf of the City. The term includes and can be used interchangeably with department head, director, superintendent or chief. For purposes of this Rule, "appointing authority" may mean the management representative designated by the appointing authority to implement this Rule within the employing unit.

B. "Assignment conversion" shall mean the termination of a temporary assignment and the reassignment of the duties to one or more existing or new regular positions.

C. "Assignment review committee" shall mean a committee consisting of the Personnel and Finance Directors and a third individual designated by the Mayor to hear temporary workers' appeals for assignment conversion.

D. "Break in service" shall mean a temporary worker's resignation, quit, retirement or failure to return from unpaid leave of absence, or failure to work for one calendar year following their last assignment.

E. "Delegated authority" shall mean the Seattle Human Resources Director's assignment to the appointing authority of the authority to hire temporary workers.

F. "Employing unit" shall mean any department of the City and, within the Executive and Legislative departments, any office established by ordinance.

G. "Family member" shall be defined consistent with the Washington Family Care Act, RCW 49.12.265 and 49.12.903, and shall include:

1. "Child" - a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is: (a) under eighteen years of age; or (b) eighteen years of age or older and incapable of self-care because of a mental or physical disability.
2. "Grandparent" - a parent of a parent of an employee.
3. "Parent" - a biological or adoptive parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.
4. "Parent-in-law" - a parent of the spouse of an employee.
5. "Spouse" - a husband, wife or domestic partner.

H. "Fringe benefits" shall mean the following benefits and paid leave, provided at the same level and under the same conditions as for a regularly appointed employee: medical, dental and vision coverage; basic group term life, basic long-term disability, sick leave, vacation, holiday pay, funeral leave and jury duty compensation.

I. "Health care professional" shall mean any person authorized by the City, any state government and/or the federal government to diagnose and treat physical or mental health conditions, including a doctor, nurse, emergency medical care provider, and/or a public health clinic worker, so long as that person is performing within the scope of their practice as defined by relevant law.

J. "Hours" shall mean hours for which straight-time wages are paid except as otherwise specified.

K. "Overtime" shall mean hours worked over and above the overtime threshold.

L. "Overtime threshold" shall mean 40 straight-time hours of work and/or paid leave per workweek. Hours worked beyond the overtime threshold must be compensated at the appropriate overtime rate of pay.

M. "Pending separation" shall mean a period of one calendar year following a temporary worker's last work day during which the temporary worker is not actively assigned and may or may not be available for work.

N. "Premium pay" shall mean a percentage of a temporary worker's straight-time hourly rate of pay provided as compensation in lieu of fringe benefits.

O. "Regularly appointed employee" shall mean an individual with a probationary, regular or exempt appointment to a regularly budgeted position of City employment.

P. "Regularly budgeted position" shall mean a position that has been approved by the City Council for the employment of a regularly appointed employee.

Q. "Seattle Human Resources Director" or "Director" shall mean the director of the Seattle Department of Human Resources or their designated management representative.

R. "Temporary assignment" shall mean the duties and responsibilities assigned by the appointing authority to a temporary position. A temporary assignment is defined as one of the following types:

1. "Interim assignment of up to 1 year to a vacant regular position (Position Vacancy)" to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent.
2. "Interim assignment for short-term replacement of a regularly appointed employee (Incumbent Absence)" of up to 1 year to perform work associated with a regularly budgeted position when the incumbent is temporarily absent.
3. "Less than half-time assignment" for seasonal, on-call, intermittent or regularly scheduled work that may be ongoing or recur from year to year but does not exceed 1040 hours per year except as provided by this Rule.
4. "Short-term assignment" of up to 1 year to perform work in response to emergency or unplanned needs such as peak workload, special project, or other short-term work that does not recur and does not continue from year to year.

5. "Term-limited assignment" to perform time-limited work of more than one but not more than three years related to a capital improvement or information technology project, grant or other specific non-routine body of work for which the employing unit must hire individuals with skill sets not generally required of regularly appointed employees; or for the long-term absence of a regularly appointed employee because of disability time loss, military leave, or authorized medical leave of absence. Term-limited assignments may only be made to jobs that are non-represented or represented by a bargaining unit that has agreed to the terms and conditions of this assignment type.

S. "Temporary position" shall mean a numerical designation given to a temporary assignment for tracking purposes.

T. "Temporary worker" shall mean an individual hired for one or more temporary assignments. A temporary worker is not covered by the classified (civil) service regardless of job title, is not guaranteed a minimum number of hours of work and is not limited in the number of hours such employee may work.

U. "Workweek" shall mean a designated block of 168 hours within which an employee's work schedule is contained.

V. "Year" shall mean 26 consecutive pay periods unless otherwise specified. For purposes of the utilization review described at 11.13 (C), the year begins with the first pay period for which wages are paid in the next calendar year. (For example, pay period ending December 27, 2005 is the first pay period of 2006; pay period ending December 26, 2006 is the first pay period of 2007.)

11.3 Application of this Rule

A. This Rule governs the utilization and management of workers hired by the City of Seattle for temporary assignments, including interim, less than half-time, short-term and term-limited assignments.

B. Individuals hired for Work/Study or Intern opportunities, or for other student or job-training employment programs, including Seattle Youth Employment Program, Seattle Conservation Corps, and similar programs intended to provide short-term employment opportunities for the development of basic job skills, are not subject to this Rule.

C. For temporary workers in assignments under the jurisdiction of a collective bargaining agreement, this Rule prevails except where it conflicts with a collective bargaining agreement, any memoranda of understanding signed pursuant to a collective bargaining agreement, or any established practice relative to the members of a bargaining unit that has been recognized by the Seattle Human Resources Director and incorporated as a term of the collective bargaining agreement.

11.4 Use of Temporary Workers

The City employs temporary workers to supplement the regular workforce on an interim, less than half-time, short-term or term-limited basis. The appointing authority for the employing unit to which a temporary worker is assigned shall be responsible for managing the worker's assignment in accordance with this Rule.

11.5 Authority To Hire a Temporary Worker

A. The Seattle Human Resources Director may maintain a Temporary Employment Service (TES) to place temporary workers with an employing unit upon request of the appointing authority. Because an arbitrary limit on the number of temporary positions available to operate the temporary employment service would impede its efficiency, the Seattle Human Resources Director is authorized, with the approval of the Director of Finance, to fill as many temporary positions as are necessary to meet the needs of the service.

B. The Seattle Human Resources Director may allow the appointing authority to hire temporary workers when, in the judgment of the Director, the employing unit's ability to directly hire temporary workers improves the quality of the temporary employment service or results in cost efficiencies.

C. The Seattle Human Resources Director shall not approve temporary assignment requests more than three months in advance of the assignment start date. Requests to extend an approved temporary assignment must be submitted at least two weeks in advance of the assignment expiration date shown in the Temporary Assignment Tracking System.

D. An unanticipated temporary assignment of five business days or less may be filled by the employing unit. Such assignments do not require use of the temporary assignment request and tracking panels, and are not subject to the compliance and utilization reviews described in this policy. An assignment established under Rule 11.5 (D) requires written notification of the start date to the Seattle Human Resources Director or designee no later than the end of the first day of the assignment, and shall not exceed five business days.

E. The Seattle Human Resources Director may withdraw authority for temporary assignments at any time for failure to comply with these Rules.

F. Requests for TES placements and requests for delegated authority to hire temporary workers shall be made in the manner prescribed by the Seattle Human Resources Director. The Seattle Human Resources Director shall not approve incomplete requests or requests submitted by anyone other than the appointing authority or designated management representative.

11.6 Assessment of Need for Temporary Workers

The appointing authority shall not use temporary workers to supplant regularly appointed employees. Prior to employing a temporary worker, the appointing

authority shall evaluate the work to ensure that it is a temporary assignment as defined by this Rule and not a body of work that should be assigned to a regularly budgeted position.

11.7 Interim Assignment, Position Vacancy

A. The appointing authority may request a position vacancy assignment only when such appointing authority has initiated a hiring process to make a regular appointment to the position. The date the hiring process is scheduled to begin shall be noted on the temporary assignment request.

B. A position vacancy assignment shall be limited to 6 months except as explicitly approved by the Seattle Human Resources Director. The temporary worker so assigned shall receive the premium pay rates described at 11.15 (D) in lieu of fringe benefits as long as the assignment does not exceed 1040 hours.

C. The Seattle Human Resources Director may authorize an extension to a position vacancy assignment based upon written notification from the appointing authority of the circumstances warranting such extension. The Seattle Human Resources Director may authorize an assignment extension of up to four additional months, for a maximum of ten months, for reasons that may include but may not be limited to:

1. Candidate rejects final job offer;
2. Candidate must give current employer notice;
3. Candidate fails to satisfy pre-employment requirements
4. Job offer is made and withdrawn for reasons beyond the employing unit's control

D. The appointing authority must submit a plan for termination of the assignment to the Seattle Human Resources Director when the assignment has been in effect for five months, unless the assignment will end before accumulating 1040 hours. If the plan is not submitted by the time the assignment has been in effect for five months, the assignment must terminate at or before six months.

E. A temporary worker in a position vacancy assignment shall receive fringe benefits as described at 11.16 in lieu of premium pay after the assignment has accumulated 1040 hours and for the remainder of the assignment, unless the Seattle Human Resources Director determines that the assignment end date is so imminent that the benefits will be of minimal value to the worker. There shall be no opportunity to extend an assignment after this determination has been made.

F. Any and all consecutive assignments to the same regular position number shall be considered a single assignment for purposes of accumulating hours for eligibility for fringe benefits. When the reason for the assignment changes (i.e. from position vacancy to incumbent absence or vice versa) the employing unit shall notify the Seattle Human Resources Director of the change and submit an assignment extension request if necessary, but shall not submit a new assignment request.

G. If a temporary worker is assigned to a single position vacancy assignment for over one year, such employee shall be regularly appointed to the position and shall not serve a probationary period.

11.8 Interim Assignment, Incumbent Absence

A. The appointing authority may request an incumbent absence assignment when the position's regular incumbent is on paid or unpaid leave, or is assigned to perform the work of another position. The temporary worker so assigned shall receive the premium pay rates described at 11.15 (D) in lieu of fringe benefits as long as the assignment does not exceed 1040 hours.

B. An incumbent absence assignment when the regular incumbent is on a paid or unpaid leave shall be limited to less than one year. After the assignment has been in effect for 1040 hours, the temporary worker shall receive fringe benefits as described at 11.16 in lieu of premium pay for the remainder of the assignment unless the Seattle Human Resources Director determines that the assignment end date is so imminent that the benefits will be of minimal value to the worker. There shall be no opportunity to extend an assignment after this determination has been made.

C. An incumbent absence assignment when the regular incumbent is assigned to perform the work of another position shall be limited to 6 months.

D. Any and all consecutive assignments to the same regular position number shall be considered a single assignment for purposes of accumulating hours for eligibility for fringe benefits but not for time limits on assignments. When the reason for the assignment changes (i.e. from incumbent absence to position vacancy or vice versa) the employing unit shall notify the Seattle Human Resources Director of the change and submit an assignment extension request if necessary, but shall not submit a new assignment request.

E. An interim assignment for incumbent absence shall terminate at the end of its 24th consecutive pay period if it has not previously ended. The employing unit shall cease assigning the work to a temporary worker.

F. The replacement of a regularly appointed employee who will be absent for more than 1 year due to disability time loss, military leave of absence, or authorized medical leave of absence shall be accomplished using a term-limited assignment, provided the position is non-represented or represented by a bargaining unit that has agreed to the terms and conditions of this assignment type. If the regularly appointed employee's absence is initially expected to be less than one year but the appointing authority later determines that it is likely to exceed one year, such appointing authority shall request that the assignment be converted to term-limited upon making that determination, and the temporary worker assigned shall immediately begin receiving fringe benefits in lieu of premium pay.

11.9 Less Than Half-Time Assignment

A. A less than half-time assignment shall be managed to no more than 1040 hours in each year.

B. A temporary worker in a less than half-time assignment shall receive premium pay as described at 11.15 (D).

C. A temporary worker in a less than half-time assignment shall not be concurrently placed in any other assignment that would cause such worker's combined assignments to exceed 1040 hours in a year. All hours accumulated by a temporary worker in a less than half-time assignment shall accrue to the primary assignment, regardless of differences in job codes or locations.

D. The Seattle Human Resources Director may approve an extension of a less than half-time assignment to a maximum of 1300 hours in one year during any three consecutive years provided the Director concurs with the appointing authority's determination that

1. The need for the extension was unforeseen and will not recur; and
2. There is no viable alternative to continuing the temporary assignment.

The appointing authority shall request an extension at least two weeks in advance of the original assignment end date. It shall be the appointing authority's responsibility to demonstrate that the assignment will not exceed or has not exceeded 1040 hours in more than one of three consecutive years, and to provide an assignment termination date.

E. When a less than half-time assignment exceeds 1040 hours as provided by 11.9 (D) the temporary worker assigned thereto shall continue to receive premium pay until the assignment is terminated at or before 1300 hours.

F. A less than half-time assignment cannot exceed 1040 hours in each of two consecutive years unless the appointing authority has submitted an assignment conversion plan to the Seattle Human Resources Director who may then extend the assignment pending the identification or legislation as necessary of an appropriate regular. The worker in such assignment shall receive fringe benefits as described at 11.16 in lieu of premium pay after 1040 hours.

1. The Seattle Human Resources Director shall only approve an assignment extension of up to 90 calendar days for conversions that do not require new position authority.
2. For conversions that require new position authority, the Seattle Human Resources Director will approve the extension for the time necessary to obtain such authority, provided that the appointing authority has notified the Finance Director of the intention to include the conversion in the Department's next budget submittal.
3. Once regular position authority has been approved, the converted assignment may be filled only as a position vacancy assignment.
4. If the Executive or the Legislative rejects the appointing authority's proposal for a new regular position, the work shall be

reassigned to an existing regular position or terminated. Under no conditions may work that has been identified as continuing or recurring and that exceeds 1040 hours per year continue to be assigned to a temporary worker more than 30 calendar days after a request for a regular position has been rejected.

11.10 Short-Term Assignment

A. A temporary worker in a short-term assignment that is managed to less than 1040 hours shall receive premium pay as described at 11.15 (D) in lieu of fringe benefits.

B. Short –term assignments shall be less than 1 year. After the short-term assignment has been in effect for 1040 hours, the temporary worker in such an assignment shall receive fringe benefits as described at 11.16 in lieu of premium pay for the remainder of the assignment. The Seattle Human Resources Director may waive benefits activation if the assignment end date is so imminent that the benefits will be of minimal value to the worker. The assignment shall not be extended after this determination has been made.

C. The appointing authority shall provide to the Seattle Human Resources Director a plan for termination or conversion of the assignment when the assignment has been in effect for 900 hours, unless the assignment will end prior to accumulating 1040 hours. If the plan is not submitted at or before 900 hours, authorization for the assignment will be revoked no later than 1040 hours.

D. A short-term assignment shall terminate at the end of its 24th consecutive pay period if it has not previously ended, unless the Seattle Human Resources Director has received an assignment conversion plan from the appointing authority.

1. The Seattle Human Resources Director shall only approve an assignment extension of up to 90 calendar days for conversions that do not require new position authority.
2. For conversions that require new position authority, the Seattle Human Resources Director will approve the extension for the time necessary to obtain such authority, provided that the appointing authority has notified the Finance Director of the intention to include the conversion in the Department's next budget submittal.
3. Once regular position authority has been approved, the converted assignment may be filled only as a position vacancy assignment.
4. If the Executive or the Legislative rejects the appointing authority's proposal for a new regular position, the work shall be reassigned to an existing regular position or terminated. Under no conditions may work that has been identified as continuing or recurring and that exceeds 1040 hours per year continue to be assigned to a temporary worker more than 30 calendar days after a request for a regular position has been rejected.

11.11 Term-Limited Assignment

A. The Seattle Human Resources Director may approve a term-limited assignment for work of more than 1 but no more than 3 consecutive 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 whose absence of longer than 1year is due to disability time loss, military leave of absence, or authorized leave of absence for medical reasons.

   Term-limited assignments shall only be authorized for non-represented work or work that is represented by a bargaining unit that has agreed to the terms and conditions of this assignment type.

B. Temporary workers assigned to term-limited assignments shall receive fringe benefits in lieu of premium pay for the entire duration of the assignment. They shall not have civil service status, regardless of the job title to which they are assigned.

C. Term-limited assignments are subject to all review and oversight systems described in this Rule.

D. A temporary assignment that is initiated as another assignment type shall not be eligible for conversion to a term-limited assignment except as provided at 11.8 (F) or as the result of an administrative appeal as provided at 11.12 (A).

E. Any term-limited assignment that has not otherwise terminated shall be inactivated at the end of the 76th consecutive pay period following its initiation and the temporary worker(s) assigned thereto shall be placed on pending separation status.

11.12 Temporary Worker Appeal Process

A. The Seattle Human Resources Director shall convene an assignment review committee to evaluate whether a short-term or less than half-time temporary assignment should be converted to regular position authority or a term-limited assignment when the worker(s) therein submits, in a manner prescribed by the Director, an appeal for conversion because:
   1. The worker's current assignment has exceeded the allowable threshold and the worker believes they are performing an ongoing body of work that should be converted to regular position authority or a term-limited assignment; or
   2. The worker is 1 of 2 or more temporary workers who are assigned substantially the same work in the same department, and the worker believes the assignments should be aggregated into one ongoing body of work and converted to a regular part-time or full-time position or a term-limited assignment.

B. The procedure for evaluating and responding to an appeal for assignment conversion by a short-term or less than half-time worker shall be as follows:

1. If a temporary worker elects to appeal under this Rule such worker must do so while in the relevant assignment or within 10 business days of leaving the assignment.
2. The Seattle Human Resources Director shall forward the appeal to the appointing authority, who shall, within 10 business days, respond in writing to the Seattle Human Resources Director for distribution to the assignment review committee, with a copy from the appointing authority to the originating worker.
3. The originating worker has 10 business days from receipt of the appointing authority's response to file a written rebuttal with the Seattle Human Resources Director if such worker wishes to do so. The worker's failure to rebut constitutes withdrawal of the appeal.
4. Upon expiration of the 10 business days for receipt of a written rebuttal from the temporary worker, the assignment review committee shall review the circumstances of the original assignment request, assignment history, worker's appeal, department response and worker's rebuttal, and make a determination about the status of the assignment within 30 business days following the Seattle Human Resources Director's receipt of the appeal. The Seattle Human Resources Director may extend any of the time limits for this appeal process upon written notification to all parties. If the assignment review committee agrees that the assignment is an ongoing body of work requiring conversion to regular position authority or a term-limited assignment, they shall so inform the Mayor.
5. The Mayor shall contact the appointing authority with the assignment review committee's recommendation.
    a. If the recommendation is for regular position authority, the appointing authority shall decide whether to use existing authority or request new authority. If the Mayor declines to recommend or the City Council declines to approve new position authority, the appointing authority must terminate the assignment within 30 business days and discontinue the work or assign it to an existing position(s).
    b. If the recommendation is for conversion to a term-limited assignment, the worker and the hours such worker has accumulated in the assignment to date shall be transitioned to a term-limited assignment.
    c. If the assignment review committee declines to recommend conversion of the assignment, the Seattle Human Resources Director shall promptly provide the appointing authority with a date by which the temporary work must terminate.

6. If the recommendation is to convert the assignment to regular position authority, the worker shall immediately begin receiving fringe benefits as described in 11.16, unless such worker is already benefited. As soon as the appropriate position is identified or created, the worker will be placed in a position vacancy assignment until a competitive hiring process is completed. Such hiring process shall take into account and give substantial weight to the experience of the temporary worker who has been assigned to perform the tasks associated with the position.
7. If the assignment review committee determines that the work assigned to the appellant is less than half-time or temporary, the worker may file a notice of appeal with the committee within 10 business days from receipt of the committee's finding. The committee shall direct the appeal to be considered by a City of Seattle hearing examiner or, at its option and City expense, by an independent neutral arbitrator. The hearing examiner's or arbitrator's decision shall be confined to upholding the committee's finding or overturning the finding and determining that the assignment should be converted to regular position authority or a term-limited assignment.
8. Temporary workers working pursuant to a collective bargaining agreement that includes a grievance procedure under which this matter may be addressed may use such grievance procedure or the appeal process described in this rule, but not both.

C. A temporary worker in a term-limited assignment may use the process described in this rule to appeal whether their assignment should be converted to regular position authority. If the appeal goes to a hearing examiner or arbitrator and the worker prevails, and a regular position is identified or created and any affected unions agree, the worker shall be regularly appointed to the position and the time worked in the assignment to date shall count toward satisfaction of the probationary period. If the final determination is to terminate the body of work, the Seattle Human Resources Director shall promptly provide the appointing authority with a date by which the assignment must terminate.

D. A temporary worker whose assignment to a vacant regular position exceeds 1 year and is not converted to a regular position pursuant to 11.7 H may appeal using this appeal process to establish that such worker has worked 1 year or more in a vacant regular position. A temporary worker who prevails in such an appeal shall be appointed to the position and shall not be required to fulfill a probationary period.

11.13 Compliance and Utilization Reviews

A. All temporary assignments shall be monitored by the Seattle Human Resources Director for compliance with this Rule. Personnel shall develop, implement and manage an assignment tracking system for all

temporary assignments other than those made pursuant to 11.5 (D). A description of the current assignment tracking system and procedures for its operation are included in Attachment #1.

B. At least once each year as part of the budget process, the appointing authority and the Seattle Human Resources Director shall evaluate all temporary workers who exceeded 1040 hours in the same or related titles and employing unit within the previous calendar year to determine whether they were assigned recurring or continuing bodies of work requiring assignment conversion. This review is in addition to the continuing reviews described at 11.13(A).

1. Where a recurring or continuing body of work in excess of 1040 hours per calendar year is identified pursuant to this compliance review, the appointing authority must provide for assignment conversion or termination. Under no conditions may an assignment that has been identified as recurring or continuing and more than half-time continue to be assigned to a temporary worker beyond the end of the calendar year in which that determination is made.
2. The review required by this Rule may include evaluation of assignments of the same type and reason that individually accumulated fewer than 1040 hours to determine whether they should be aggregated and treated as a single body of work to maximize the use of regular employees.
3. The Seattle Human Resources Director shall also monitor employees assigned through TES to determine whether an employee paid through TES is assigned a body of work that warrants the creation of a new regular position even though the employee may perform services in multiple locations or for multiple departments.

C. On request of the Seattle Human Resources Director, the appointing authority shall provide any data about temporary assignments the Director requires in order to ensure compliance with this Rule.

11.14 Terms and Conditions of Temporary Employment

A. Temporary workers are not guaranteed a minimum number of hours of employment, nor are they limited in the number of hours they may work.

B. The appointing authority may require that any individual interested in temporary employment be available to work for a minimum number of hours or periods of time during the year.

C. Temporary workers shall not be placed in assignments where they have supervisory or managerial control over regularly appointed employees except when the Seattle Human Resources Director grants an exception to this Rule upon written application by the appointing authority, based on the absence of managerial or supervisory skills among regular employees who might otherwise be assigned out-of-class, the need to return a retiree

for a short period of time for transitional purposes, or other similar reasons.

D. Temporary workers must meet the minimum qualifications of the official job description associated with the job title under which they are paid. When there is a classified service title that corresponds to the temporary job title, the official job description shall be the classification specification or classification standards. Temporary workers shall be assigned to job titles that are consistent with the duties and responsibilities they are expected to perform.

E. Temporary workers shall be paid using the proper job code for each assignment. When there is a represented (BU) and non-represented job code for the same job title, the non-represented job code shall be used only for interim assignments to perform the work of positions that are not represented, or by explicit agreement with the relevant bargaining unit.

F. A temporary worker may not be terminated for reasons related to such worker's race, color, religion, creed, gender, gender identity, sexual orientation, national origin, ancestry, age, disability, marital status, families with children status, veteran status or political ideology. A temporary worker may be counseled about performance or conduct issues when they first surface, but should be terminated if they does not resolve the problem when it is brought to their attention.

G. Temporary workers are governed by and subject to the protections afforded by local, state and federal laws.

H. Temporary workers must be separated prior to the layoff of any regularly appointed employee in the same employing unit and job title.

I. Temporary workers do not have civil service status, are not subject to progressive discipline rules and have no right to a pre-disciplinary hearing (sometimes referred to as the "Loudermill") or to grieve or appeal to the Civil Service Commission alleged violations of provisions of the City Charter or of Seattle Municipal Code Chapter 4.04, or the Personnel Rules or published personnel policies and procedures adopted pursuant thereto.

J. Temporary workers shall be placed on pending separation status at the end of each assignment unless immediately reassigned. City Personnel will place any temporary worker who has not received pay for at least six consecutive pay periods on pending separation status if the employing unit has failed to do so. A temporary worker on pending separation status for one calendar year shall be terminated.

11.15 Compensation for Temporary Employment

A. Temporary workers are paid only for hours worked, except that temporary workers who receive fringe benefits shall be paid for authorized use of accumulated sick leave and vacation, for funeral leave, for jury duty, and for holidays falling within their period of assignment, including two personal holidays per year. Temporary workers who do not receive fringe benefits and are eligible to accrue paid sick leave consistent with

Personnel Rule 11.17 shall also be paid for authorized use of accumulated sick leave.

B. Temporary workers shall not be required to attend and may not be compensated for attendance at meetings, training, retreats, seminars, ceremonies or other events that are not specifically tied to the performance of their assignments.

C. Temporary workers are eligible for overtime compensation at 1 ½ times their regular pay rate for all hours worked beyond the overtime threshold in a work week. Temporary workers shall not receive compensatory time off in lieu of overtime pay.

1. Temporary workers who work on any day designated by the City as an official holiday shall be paid a holiday pay rate of 1 ½ times their regular rate of pay for hours worked, exclusive of the premium pay described at 11.15 (D).
2. When a holiday falls on a Saturday or Sunday and the City observes the holiday on the preceding Friday or following Monday, only temporary workers who receive premium pay in lieu of fringe benefits and who work the actual Saturday or Sunday holiday shall receive the holiday pay rate provided at 11.15 (C1).

D. Temporary workers shall receive premium pay, in addition to their regular hourly rate of pay, in lieu of fringe benefits including paid leave, unless they are in benefits-eligible assignments. The premium pay rates are as follows:

1. 5% of the regular hourly rate of pay for the first 520 cumulative straight-time hours of work;
2. for cumulative straight-time hours 521 through 1040; 10% of the regular hourly rate of pay
3. for cumulative straight-time hours 1041 through 2080, 15% of the regular hourly rate of pay; except if the temporary worker worked 800 or more straight-time hours in the previous 12 months, the premium pay rate shall be 20%;
4. for cumulative straight-time hours 2081 and above, 20% of the regular hourly rate of pay; except that if the temporary worker worked 800 or more straight-time hours in the previous 12 months, the premium pay rate shall be 25%.

E. The regular hourly rate of pay for temporary workers who receive premium pay shall be equivalent to the minimum rate of the salary range associated with the regular job title corresponding to the job title to which they are assigned, plus premium, except as otherwise provided by ordinance, temporary workers assigned to job titles that correspond to regular job titles in any of the City's discretionary pay programs may be paid any rate in the applicable pay zone.

F. When a temporary worker has obtained a premium pay level, the premium pay level shall not be reduced unless there is a break in service. A temporary worker who returns to work following a break in service shall begin at zero hours for purposes of calculating premium pay.

G. A temporary worker who is receiving fringe benefits shall be eligible for wage progression under the same terms and conditions as a regularly appointed employee in the corresponding regular job title.

1. If the temporary worker's job title corresponds to a job title in the Step Progression Pay Program, the temporary worker shall progress to step 2 upon completion of six months of actual service and to successive steps after each additional 12 months of service in the same benefits eligible assignment.
2. If the temporary worker's job title corresponds to a job title in any of the City's discretionary pay programs, the temporary worker's pay rate shall be subject to the same review and adjustment policies as regular employees in the same title and employing unit while such worker is in the benefits eligible assignment.

H. The appointing authority shall not schedule or fail to schedule a temporary worker solely to avoid the accumulation of hours for premium pay, fringe benefits or utilization review purposes.

11.16 Fringe Benefits

A. A temporary worker who becomes eligible for fringe benefits in lieu of premium pay by virtue of such worker's assignment shall be enrolled in the City-sponsored medical, dental and vision plans of the worker's choice, in addition to basic group term life and basic long term disability, effective the first working day of the first full month of eligibility. The temporary worker may waive or decline coverage under the same terms and conditions as a regularly appointed employee, but such worker shall not be eligible for premium pay in lieu of fringe benefits as a result of waiving or declining coverage.

B. A temporary worker shall accrue sick leave at the same rate as provided in Personnel Rule 7.7.4 B as soon as such employee no longer receives premium pay in lieu of fringe benefits.

1. An eligible temporary worker may use accrued sick leave as provided by Seattle Municipal Code Section 4.24.035 and Personnel Rule 7.7.1 through 7.7.7, beginning 30 calendar days after such worker begins to accrue leave.
2. Any accumulated and unused sick leave balance remaining at the end of the temporary worker's assignment shall be held in abeyance pending assignment to another temporary assignment that qualifies for fringe benefits, or appointment to a regular position that is eligible for sick leave under Seattle Municipal Code Chapter 4.24.
3. Upon separation from the City for any reason other than service retirement, a temporary worker shall forfeit any accumulated and unused sick leave balance. A temporary worker who is rehired within 12 months of separation shall have their previously accrued and unused sick leave balance restored. A temporary worker who

takes service retirement from the City shall be eligible to cash out his or her unused sick leave balance as provided by Seattle Municipal Code Section 4.24.200 or 210.

4. Temporary workers who accrue sick leave are not eligible to make or receive sick leave donations under the sick leave transfer program.

C. A temporary worker shall begin to accrue vacation at the rate provided by Seattle Municipal Code Section 4.34.020 B as soon as such worker no longer receives premium pay in lieu of fringe benefits. Such worker shall be eligible to use vacation, with supervisory approval, as provided by Seattle Municipal Code Section 4.34.045.

1. A temporary worker's vacation accrual rate shall include credit for all regular straight-time hours worked since their initial appointment to City employment.
2. The six-month waiting period for eligibility to use accumulated vacation shall begin with the date of the temporary worker's initial appointment or most recent date of appointment if such worker had a break in service and include all continuous straight-time hours worked in all assignments since. If the worker has satisfied the threshold when such worker begins to accrue vacation, they may use accumulated vacation, with supervisory approval, as soon as a minimum of one hour has been accrued.
3. Any accumulated and unused vacation balance remaining at the end of the temporary worker's assignment shall be cashed out by the employing unit at the straight-time rate of pay received by the worker on the last work day in the assignment, unless such worker is immediately hired into a regular position that is eligible for vacation accrual under Seattle Municipal Code Chapter 4.34 or is placed in another benefits-eligible assignment.

D. A temporary worker shall be compensated at their straight-time rate of pay for all officially recognized City holidays that occur subsequent to the worker becoming eligible for fringe benefits, for as long as the worker remains in such eligible assignment.

1. To qualify for holiday pay, the worker must be on active pay status the normally scheduled workday before or after the holiday as provided by Seattle Municipal Code Section 4.20.200. Authorized unpaid absences of four days or less before or after the holiday shall not affect the temporary worker's eligibility for holiday pay provided that only one holiday is affected.
2. Officially recognized City holidays that fall on Saturday shall be observed on the preceding Friday. Officially recognized City holidays that fall on Sunday shall be observed on the following Monday. If the City's observance of a holiday falls on a temporary worker's normal day off, such worker shall be eligible for another day off, with pay, during the same workweek.

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

E. A temporary worker shall receive 2 personal holidays immediately upon becoming eligible for fringe benefits, provided such worker has not already received personal holidays in another assignment within the same calendar year.

1. Personal holidays cannot be carried over from calendar year to calendar year, nor can they be cashed out.
2. A temporary worker must use any personal holidays before eligibility for fringe benefits terminates. If a worker requests and is denied the opportunity to use personal holidays during the eligible assignment, the employing unit must permit the worker to use and be compensated for the holidays immediately following the last day worked in the assignment, prior to termination of the assignment.

F. A temporary worker who is eligible for fringe benefits shall be eligible for time off without loss of pay or paid leave balances to attend the funeral of a close relative as provided by Seattle Municipal Code Section 4.28.010. An eligible worker may use up to five days of accumulated sick leave to attend the funeral of a relative other than a close relative, with supervisory approval.

G. A temporary worker who is eligible for fringe benefits and who serves on jury duty during their normal work hours shall be paid their regular straight-time compensation for such service upon surrendering to the City any compensation received from the court, less transportation allowance. Time spent on jury duty during normal work hours shall count toward the overtime threshold. However, a worker who serves on jury duty on a day off or during non-work hours shall not be compensated and such service shall not count toward the overtime threshold.

H. A temporary worker who becomes eligible for fringe benefits in an assignment receives such benefits only while such worker works in that assignment, unless the worker is moved to another assignment that has become eligible for fringe benefits under this policy.

I. Straight-time hours worked in a benefited assignment continue to accrue toward eligibility for the next higher premium pay rate, if applicable.

11.17 Paid Sick Leave for Temporary Workers Who Receive Premium Pay

A. Temporary workers have a right to accrue and use paid sick leave as provided under the City's Paid Sick and Safe Time Ordinance and the State of Washington's Paid Leave law. Retaliation against a temporary worker for authorized use of such sick leave is prohibited.

For the purposes of complying with the Paid Sick and Safe Time Ordinance, the City is considered a "Tier 3" employer, and the benefit year is for time processed from January 1 through December 31.

1. A temporary worker accrues paid sick leave at the rate of 0.034 hours for each hour worked.
2. A temporary worker is eligible to use paid sick leave beginning on the 90th calendar day after the commencement of employment.
3. A temporary worker may use paid sick leave for the following reasons:
    a. An absence resulting from a temporary worker's mental or physical illness, injury or health condition; to accommodate a temporary worker's need for medical diagnosis care, or treatment of a mental or physical illness, injury or health condition; or a temporary worker's need for preventative medical care; or
    b. To allow the temporary worker to provide care for a family member with a mental or physical illness, injury, health condition; or care for a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care of a family member who needs preventative medical care, or
    c. An absence due to the closure of a temporary worker's place of business by order of a public official for any health related reason, to limit exposure to an infectious agent, biological toxin, or hazardous material; or
    d. To accommodate the temporary worker's need to care for a child whose school or place of care has been closed by order of public official for any health related reason, to limit exposure to an infectious agent, biological toxin, or hazardous material; or
    e. An absence related to domestic violence, sexual assault or stalking as set forth in RCW 49.76.030 (see also Personnel Rule 7.7.4 E 4).

B. The City may require reasonable verification that the temporary worker's use of sick leave is for an authorized purpose for absences of more than three consecutive days. The employee must provide verification to the City in a reasonable time period during or after the employee returns from leave. The City's requirement for such verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law.

1. Documentation signed by a health care provider verifying the employee's need for sick leave for an authorized purpose shall be considered reasonable verification for health-related absences. An explanation of the nature of the condition for which sick leave is needed is not required.

2. Notice of closure of an employee's child's school or place of care shall be considered reasonable verification for sick leave used pursuant to Personnel Rule 7.7.4. E 3.
3. Documentation identified in Personnel Rule 7.11 D 3shall be considered reasonable verification for sick leave used to cover absences related to stalking, sexual assault and domestic violence.

C. If the employee anticipates that the requirement will result in an unreasonable burden or expense, the employee must be allowed to provide an oral or written explanation to their employer which asserts:
1. That the employee's use of paid sick and safe time was for an authorized purpose under SMC 14.16.030(A)(1) or (2); and
2. How the verification requirement creates an unreasonable burden or expense on the employee.

D. Temporary workers shall use paid sick leave in increments of not less than 15 minutes.

E. When possible, and when the use of accrued leave is foreseeable, the employee shall make a reasonable effort to schedule the use of sick leave in a manner that doesn't unduly disrupt the operations of the City.

F. For use of paid sick leave of more than three consecutive days for reasons set forth in Personnel Rule 11.17.A(3)(a) or A(3)(b) (employee or family health-related reasons), the appointing authority may require reasonable documentation that the sick time is covered by this Rule. Documentation signed by a health care provider indicating that sick time is necessary shall be considered reasonable documentation.

G. For use of paid sick leave of more than three consecutive days for reasons set forth in Personnel Rule 11.17.A 3 d (public health reasons), the appointing authority may require reasonable documentation that the sick time is covered by this Rule. An appointing authority may require that any request be supported by verification of a closure order by a public official of the employee's child's school or childcare establishment, and the employee may satisfy this verification request by providing notice of the closure order in whatever format the employee received the notice.

H. For use of paid sick leave of more than three consecutive days for reasons set out in Personnel Rule 11.17.A 3 e (domestic violence, sexual assault or stalking) an appointing authority may require that the temporary worker provide documentation to substantiate the request consistent with documentation requirements of Personnel Rule 7.11.3 D.

I. The City shall carry over up to 72 hours of a temporary worker's unused accrued sick leave into the following calendar year.

J. Temporary workers are not eligible to make or receive sick leave donations under the sick leave transfer program.

11.18 Leave of Absence for Temporary Workers Who Receive Premium Pay

A. A temporary worker who has worked 2,080 cumulative straight-time hours with no break in service and who has also worked at least 800 straight-time hours in an assignment or assignments in which such worker received premium pay within the previous 12 months may request unpaid leave for personal or medical reasons.
   1. Each period of leave requested cannot exceed the number of vacation hours the worker would have earned in the previous 12 months if such worker were eligible to accrue and accumulate vacation.
   2. The timing and scheduling of the leave of absence must be agreeable to the appointing authority. A temporary worker granted leave under this provision must be returned to their assignment at the end of the unpaid leave if the work continues to be performed by a temporary worker.

11.19 Unpaid Religious Days for Temporary Workers

A. Pursuant to the authority of RCW 1.16.050, an employee is entitled to two unpaid days per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. These days shall be taken in increments of a whole calendar day and may not be carried over from year to year.

B. An employee may take unpaid religious days at any time with supervisory approval. The employee's supervisor or other management representative may deny the use of an unpaid religious day if the employee is necessary to maintain public safety, or if the employee's absence creates an undue hardship as defined by the Washington State Office of Financial Management.

C. Temporary workers will not receive any service credit for the purposes of retirement or step progression increases for taking any such unpaid religious day.

D. The City will continue to provide reasonable accommodation based on religion under federal law to employees who seek accommodation in addition to the two unpaid days.

11.20 Retirement System Membership for Temporary Workers

A. A temporary worker may elect to join the Seattle City Employees' Retirement System:
   1. Within 6 calendar months of completing 1044 hours of compensated straight-time service; or
   2. Upon appointment to an eligible position or election to a City office, if such appointment or election occurs after the worker has

completed 1044 hours of City service but before the worker has completed10,440 hours of City service; or

3. Within 6 calendar months of completing 10,440 hours of continuous compensated straight-time service.

B. If the temporary worker elects to join the retirement system, such worker's first 1044 hours of continuous City service are applied to their 6-month waiting period and the worker accrues creditable service. After deducting hours applied to his or her waiting period, the temporary worker may determine whether or not they will acquire service credit for the remainder of their earlier service.

11.21 Family and Medical Leave for Temporary Workers

A. All temporary workers are eligible for family and medical leave after six calendar months of employment. Six calendar months of employment is measured from the worker's most recent appointment to City employment and includes any involuntary breaks in service and time on pending separation status.

B. The family and medical leave entitlement is for up to 90 calendar days or, for a full-time worker, the equivalent of 520 straight-time work hours of unpaid time off per rolling 12-month period. The hourly equivalent entitlement is pro-rated for workers who work less than full-time. If the worker works a fluctuating schedule, the amount of leave available shall be based on an average of the straight-time hours worked during each of the 12 months immediately preceding the pay period in which the leave is to begin. If the worker has worked fewer than 12 months, the available leave shall be based on an average of the number of straight-time hours worked in each month since initial appointment. Where a temporary worker and their spouse/domestic partner both work for the City, each is entitled to up to 90 calendar days or the equivalent of 520 straight-time work hours of unpaid family and medical leave per rolling 12-month period. The rolling 12-month period begins 12 months prior to the date the worker wants to begin their family and medical leave.

C. A temporary worker may take unpaid family and medical leave for any one or a combination of the following reasons:

1. The non-medical care of the worker's child or of the worker's spouse/domestic partner after birth;
2. The placement of a child with the worker or the worker's spouse/domestic partner for adoption or foster care;
3. To care for an eligible family member, i.e., the worker's spouse/domestic partner, or a child or parent of the worker or the worker's spouse/domestic partner, who has a serious health condition; or
4. For the worker's own serious health condition that makes the worker unable to perform the functions of his or her job.

5. A qualifying military exigency for the spouse/domestic partner, son, daughter or parent of the employee set forth in the federal Family and Medical Leave Act and its implementing regulations.
6. The care of a spouse/domestic partner, parent, son, daughter, or next of kin who is a covered servicemember and has a serious illness or injury under the terms and circumstances that such leave would be available under the federal Family and Medical Leave Act and its implementing regulations.

D. The entitlement to family and medical leave taken for the non-medical care of the temporary worker's newborn child or a child placed with the worker or the worker's spouse/domestic partner for foster care or adoption expires 12 months after the birth or placement of the child. Leave taken for this reason must be concluded by the first anniversary of the child's birth or placement.

E. A temporary worker is eligible to take family and medical leave on an intermittent basis or reduced leave schedule where the leave is taken for a serious health condition of the worker or an eligible family member and such intermittent or reduced schedule leave is medically necessary. Intermittent and reduced leave schedule family and medical leave may be taken in minimum increments of 15 minutes.

F. If the temporary worker has previously elected to participate in the City's health care coverage, such worker may self-pay the required premium payments for the duration of their properly certified family and medical leave. This will not count as the one-time opportunity to maintain coverage while working insufficient hours.

G. Temporary workers must provide at least 30 days' advance notice of the need and reason to take family and medical leave when the need for leave is foreseeable. In the case of an unforeseen need for leave, the worker shall provide notice of the need and reason to take family and medical leave as soon as possible. If a worker is unable to provide notice of the need and reason for leave, the City shall accept notice from the worker's representative.

H. A temporary worker need not specifically mention family and medical leave when notifying the appointing authority of their need to be off work. The temporary worker only has to give sufficient information for the appointing authority to infer that the reason for the absence is potentially family and medical leave-qualifying.

I. When family and medical leave is taken for the worker's or an eligible family member's serious health condition, the temporary worker must submit a health care provider's certification of the condition and the need for the worker to be away from work.

J. A temporary worker's family and medical leave request shall not be denied pending receipt of a health care provider's certification of the serious health condition. The worker shall be placed on provisional family and medical leave. If the temporary worker fails to provide adequate certification within 15 calendar days of their notification of the need for

family and medical leave, the temporary worker shall be placed on pending separation. The temporary worker must be notified of this status.

1. A temporary worker whose family and medical leave request is denied for lack of proper certification and who is eligible to do so may request a leave of absence as described in 11.17.

K. The appointing authority may require recertification of a temporary worker's need for continuing family and medical leave, but may not require such recertification more often than every 30 days.

L. A temporary worker must be returned to the assignment from which such worker took family and medical leave if the assignment is still available or if another temporary worker has been placed in the assignment in the interim. The temporary worker's use of family and medical leave cannot be held against the worker in the consideration of eligibility for other temporary assignments or for regular appointment or as the basis for any other adverse personnel action.

M. A temporary worker shall be required to provide a medical release to return to work when leave has been taken for the worker's own serious health condition. The worker shall be notified of this requirement at the time that their absence is designated as family and medical leave.

N. A temporary worker who fails to return to work from family and medical leave for any reason other than a continuation of their serious health condition or other circumstances beyond their control shall be treated as a voluntary quit.

11.22 Military Leave of Absence for Temporary Workers

A. A temporary worker who is a member of the United States Armed Forces military reserves or the National Guard is entitled to 21 work days per year, October 1 through September 30 inclusive, of paid military leave. The worker shall be paid by the employing unit to which the worker is assigned when the military leave of absence commences, at the rate of pay including premium pay that the worker is earning at the time. The temporary worker must be returned to their assignment at the end of the paid military leave if the assignment is available, or another temporary worker has been placed in the assignment in the original worker's absence.

B. A temporary worker who is activated for unpaid military leave, voluntarily or otherwise, shall be returned to their assignment upon release if the assignment is available, or if another temporary worker has been placed in the assignment while the worker was on military leave. However, this return right applies only if

1. The worker's reason for leaving the assignment was to report for active duty;
2. The length of the military leave of absence does not exceed five years except at the request of the federal government;
3. The worker's discharge from military service is for reasons other than dishonorable discharge;

4. The worker applies for re-employment within a reasonable period of time; that is
   - For service less than 31 days, the beginning of the first regularly scheduled work day after release from active duty, allowing reasonable time to travel from the duty arena to the worker's residence, to rest, and to travel to the place of employment;
   - For service between 31 and 180 days, no more than 14 days following release from active duty;
   - For service longer than 180 days, no more than 90 days following release from active duty.

11.23 Health Care Coverage for Temporary Workers Who Receive Premium Pay

A. After a temporary worker who does not otherwise qualify for fringe benefits has worked at least 1040 cumulative straight-time hours and at least 800 straight-time hours in the preceding 12 months, the worker may elect to participate in the City's medical and dental insurance programs. The worker must make this election within 90 days of becoming eligible. This is a 1-time opportunity, unless there is a subsequent break in service.

B. To participate, the temporary worker must agree to have their paycheck reduced by an amount equal to the total cost of the monthly health care premium. The worker is also responsible for all deductibles and co-pays associated with the program such worker selects.

C. The worker must continue to work at least 80 hours per month to maintain eligibility and sufficient hours to pay the premium. If the temporary worker's work hours are insufficient to maintain eligibility and/or to pay the premium, the temporary worker may pay the difference or self-pay the premium for up to three consecutive months. This opportunity to maintain coverage will only be offered one time. Failure to work sufficient hours to maintain eligibility and/or to timely pay the premium will thereafter result in cancellation of the temporary worker's eligibility to participate in the City's health care programs, except that this does not preclude the worker's maintaining coverage while on properly certified family and medical leave or applying for coverage under COBRA.

11.24 Compensation for Inclement Weather or Emergency Conditions

A temporary worker who is directed not to report to work or to report to work late, or who chooses not to report to work or to report to work late because of inclement weather or other emergency conditions, shall not be compensated for hours not worked. A temporary worker who is sent home or chooses to leave work early because of inclement weather or other emergency conditions shall not be compensated for hours not worked. A temporary worker who receives fringe benefits may charge their time loss against any accumulated and unused vacation or personal holiday balance. When practicable, a temporary worker may flex their

work hours to make up the lost time provided that doing so does not make them eligible for overtime compensation.

11.25 Workers' Compensation for Temporary Workers

Temporary workers who suffer an on-the-job injury or illness that leads to an accepted workers' compensation claim may qualify for disability time loss at the State rate, except that temporary workers who are receiving fringe benefits at the time of injury or illness shall qualify for the City supplement.

11.26 Non-Discrimination and Anti-Harassment

A. It is the policy of the City of Seattle to provide a work environment for all workers that is free from discrimination and promotes equal employment opportunity for and equitable treatment of workers. Discrimination toward or harassment of an individual because of the individual's race, color, religion, creed, sex, sexual orientation, gender identify, national origin, ancestry, age, disability, marital status, families with children status, veteran status or political ideology, or that of the individual's family, friends or associates is illegal conduct and will not be tolerated.

B. If a temporary worker makes a verbal or written complaint to a management representative about discrimination or harassment, either directed at or observed by the worker, the management representative has an obligation to promptly report the allegation to the appointing authority of the alleged harasser. The allegation must be promptly and thoroughly investigated.

C. The appointing authority should assess the need to relocate either or both the complainant or the alleged harasser to another work unit, or to remove either or both from the workplace altogether. A temporary worker should not be placed on paid administrative reassignment unless there are no other viable options. The appointing authority shall ensure that a temporary worker who files an allegation of harassment is not materially harmed as a result thereof.

11.27 Alternative Dispute Resolution (ADR) Program

Temporary workers are eligible to participate in mediation, a facilitated conversation or other ADR program activity at the discretion of the Alternative Dispute Resolution program manager or when the ADR program activity has been initiated by a regular employee or employees. When temporary workers participate in an ADR program activity, the time spent in such activity is compensable and counts toward the overtime threshold.

11.28 Reasonable Accommodation under ADA/WLAD

Temporary workers are covered under the Americans with Disabilities Act and the Washington Law against Discrimination. The reasonableness of the removal of sensory, mental or physical impediments to a qualified temporary worker's ability to perform the essential functions of an assignment must be evaluated on a case-by-case basis.

11.29 Training and Travel for Temporary Workers

A. Temporary workers are only eligible for City-sponsored or City-paid training that is necessary to perform the jobs to which they are assigned, provided that the same training would be provided to a regular employee. For example, training on a new software package or upgrade is appropriate when the temporary worker must use the software to perform the work they are assigned to do and similarly situated regular employees receive training. Safety training directly related to the worker's job is also appropriate.

B. Temporary workers shall be compensated at their normal rate of pay, including premium if applicable, for attendance at classes, conferences or seminars. Hours spent in training count toward the overtime threshold of 40 hours per workweek or as otherwise provided by the relevant collective bargaining agreement.

C. If the training entails assignments that must be performed outside normal working hours, the temporary worker must be compensated for hours spent on such activities. The supervisor should evaluate the work to be done and pre-authorize the maximum amount of time the worker may spend on these activities.

D. Supervisors may permit a temporary worker to use departmental facilities and equipment, including but not limited to computers, video equipment, and software and licensing agreements, to complete authorized training assignments. They should schedule the worker's use of facilities and equipment to minimize disruptions to the work unit and workload, but they are responsible for the security of equipment and facilities if they require or allow a temporary worker to access facilities and equipment outside of normal working hours.

E. When a temporary worker, at management's direction, travels outside the City for training or other purposes the worker must be reimbursed for actual transportation expenses incurred, conference or seminar registration fees if applicable, meals and lodging. Non-local transportation charges may not exceed the cost of a round-trip coach-class airfare. Meal, local transportation and lodging costs may not exceed the amounts established by the Finance Director.

F. If the time spent in travel that keeps the temporary worker away from home overnight occurs during hours that correspond with the worker's schedule on a normal work day, such worker must be compensated for the time. Hours of travel outside of hours that correspond to the worker's normal work hours are not compensable.

G. When a temporary worker's work day begins prior to and is completed subsequent to work-related travel, the time spent in transit is compensable.

11.30 Workplace Violence Prevention

A. The City of Seattle does not tolerate workplace violence by or against its employees, its customers or clients, or by or against visitors to its worksites. A temporary worker who commits or threatens to commit acts of workplace violence, including assault or physical, verbal or visual harassment shall be terminated from employment with the City and may in addition be subject to penalties under the laws of the City of Seattle and the State of Washington.

B. The possession and use of dangerous weapons by temporary workers while on City property, conducting City business, or in a City vehicle is prohibited. Dangerous weapons are defined in Personnel Rule 8.1 (C).

1. Temporary workers who carry dangerous weapons in their personal vehicles are prohibited from bringing or leaving those vehicles on City property or using such vehicles for conducting official City business.
2. Temporary workers may carry mace or pepper spray for their personal protection onto City property, except where specifically prohibited, as long as those devices are concealed from sight and stored in a secure compartment. Use of these devices on City property or while conducting official City business is prohibited except when specifically allowed in the normal course of business.

C. Temporary workers are encouraged to promptly report any threat or act of workplace violence whether or not any physical injury has occurred. Such reports shall be taken seriously, dealt with appropriately and, except as required by law, treated as confidential to the extent that it does not hinder the investigation or resolution of the report.

D. The City prohibits and will not tolerate retaliation against anyone who in good faith files a complaint of workplace violence of provides any information about such complaint.

11.31 Temporary Worker Files

A. TES shall maintain employment files for temporary workers hired and placed by Personnel. Departments that hire temporary workers through delegated authority shall maintain employment files for these workers.

1. Employment files for temporary workers who transfer to a different employing unit shall be forwarded to the new employing unit for maintenance.
2. If a temporary worker is appointed to a regular position in any City department, such worker's employment file shall be incorporated into the employment file established by the appointing authority.

3. Employment files for temporary workers who are terminated shall be forwarded to City Personnel's Records Retention Program the calendar year following their termination.

C. Employment files for temporary workers may include, but need not limited to, documentation for OSHA requirements, application, resume, references or recommendations from past employers, W-4 Form, I-9 Form, waiver and authorization to release information, City of Seattle notice of assignment of a temporary worker to perform bargaining unit work (authorization to deduct service fees), driving abstract and payroll information. Medical records shall be kept in separate files.

11.32 Regular Appointment from Temporary Employment

A. Temporary workers may apply for regular appointment as provided by Personnel Rule 4.1, Classified Service Selection Process—Internal Applicants, except as otherwise provided by collective bargaining agreements.

B. A temporary worker who has worked at least 520 straight-time hours and is regularly appointed to a position in the Step Progression Pay Program without a break in service shall have their temporary service credited toward salary step placement, provided that the service was in a job title corresponding to the same or higher classification in the same series as the regular appointment. There shall be no automatic credit toward rate placement in any of the City's discretionary pay programs.

C. Straight-time hours worked as a temporary worker shall count toward the vacation accrual rate calculation for a worker who accepts a regular appointment to a position that is covered under the City's vacation ordinance, SMC Chapter 4.34. All straight-time hours worked since the most recent voluntary break in service shall count toward the 6-month vacation use eligibility period. A temporary worker who has previously satisfied the 6-month vacation use eligibility period shall not be required to do so again.

D. A temporary worker who accepts a regular appointment to a position in the classified service must serve a 1(one) year probation.