A G R E E M E N T

by and between

THE CITY OF SEATTLE

and

International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289

Effective January 1, 2019, through December 31, 2021

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ARTICLE 1 - RECOGNITION, BARGAINING UNIT AND TEMPORARY EMPLOYMENT

1.1 The City recognizes the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289 (hereinafter referred to as the Union) as the exclusive collective bargaining representative for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington for employees employed within the bargaining unit defined in Appendix "A" of this Agreement. For purposes of this Agreement and the bargaining unit described herein, the following definitions shall apply:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 Temporary employees shall be exempt from all provisions of this Agreement except Sections 1.2; 1.2.1; 1.2.2; 1.2.2.1; 1.2.2.2; 1.2.3; 1.2.3.1; 1.2.4; 1.2.5; 1.2.6; 1.2.7; 1.2.8; 1.2.9; 1.2.10; 3.1.1; 5.1.1; 5.1.2; 5.1.3; 5.2; 5.4; 5.4.1; 5.4.2; 5.4.3; 5.4.4; 5.4.5; 5.6; 11.3.2 (2); 14.5; 14.5.1; 14.6.3; 14.10; 14.11; 14.12; 14.13; 14.18; A.8; A.8.1; A.8.2; A.8.3; and Article 20, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance

Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section. Where the provisions in Personnel Rule 11 do not conflict with the expressed provisions of this Agreement, the Personnel Rule 11 shall apply and be subject to the grievance procedure as provided for in Article 20.

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

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

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

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

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

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

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

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

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

1.2.3 Medical, Dental and Vision Coverage to Temporary Employees who are not in Benefits-Eligible Positions - Once a temporary employee has worked at least one thousand forty (1,040) cumulative non-overtime hours and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, the employee may within ninety (90) calendar days thereafter elect to participate in the City's medical and dental insurance programs by agreeing to pay the required monthly premium. To participate, the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or the City, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. After meeting the requirements stated in this Section, a temporary employee shall also be allowed to elect this option during any subsequent open enrollment period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion shall be dropped from City medical and dental coverage and shall not be able to participate again while employed by the City as temporary. If a temporary employee's hours of work are insufficient for their pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

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

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

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

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

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

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

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

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

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

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

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

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

1.2.9 The premium pay provisions set forth within Section 1.2.2 shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one year (twelve [12] months or twenty-six [26] pay periods), it shall be presumed that the employee's break in service was voluntary.

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

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

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

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

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

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

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

1.3 The City may establish on-the-job training program(s) in a different classification and/or within another bargaining unit for the purpose of providing individuals an opportunity to compete and potentially move laterally and/or upwardly into new career fields. Prior to implementation of such a program(s) relative to bargaining unit employees, the City shall discuss the program(s) with the Union and the issue of bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of either party.

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

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

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

ARTICLE 2 - NON-DISCRIMINATION

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

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

ARTICLE 3 - UNION ENGAGEMENT AND PAYROLL DEDUCTIONS

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

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

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

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

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

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

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

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

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

3.6 New Employee and Change in Employee Status Notification - The City shall

supply the Union with the following information on a monthly basis for new employees:

A. Name
B. Home address
C. Personal phone
D. Personal email (if a member offers)
E. Job classification and title
F. Department and division
g. Work location
H. Date of hire
I. FLSA status
J. Compensation rate

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

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

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

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

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

See also Appendix B

ARTICLE 4 - CLASSIFICATIONS AND RATES OF PAY

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

4.1.1 Effective December 26, 2018, the base wage rates as displayed in Appendix A.1 of this Agreement, will be increased by .5% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2016 through June 2017 to the period June 2017 through June 2018, minimum 1.5%, maximum 4%..

4.1.2 Effective December 25, 2019, the base wage rates as displayed in Appendix A.1.2 will be increased by 1.0% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2017 through June 2018 to the period June 2018 through June 2019, minimum 1.5%, maximum 4%.

4.1.3 Effective January 6, 2021, the base wage rates as displayed in Appendix A.1.3 of this Agreement, will be increased by 1% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2018 through June 2019 to the period June 2019 through June 2020, minimum 1.5%, maximum 4%..

4.1.4 The base wage rates referenced above shall be calculated by applying the appropriate percentage increase to base hourly rates or as otherwise provided for herein. The rates in each Appendix are understood to be illustrative of the increases provided in Articles 4.1.1 through 4.1.3, and any discrepancies shall be governed by those Articles.

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

4.1.6 Market Rate Analysis - The City of Seattle ("City") shall initiate a market wage study to be completed no later December 31, 2021 according to the methodology set forth in the Memorandum of Agreement ("MOA") between the City and The Coalition of City Unions ("Coalition") regarding the City's compensation philosophy and methods and process associated with conducting a market wage study as agreed upon November 8, 2018.

4.1.6.1 The agreed upon methodology set forth in the MOA shall serve as the exclusive method relied upon to review any classifications requested by the Coalition. The City is committed to fully engage the Coalition regarding the process, timelines and milestones, from the beginning to the end of the wage methodology study. Any adjustments to wages that may be bargained as a result of the study shall be effective no earlier than January 1, 2019.

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

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

4.2.1 An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section shall be defined in terms of one month's service for each month of full-time employment, including paid absences. This provision shall not apply to temporary employees prior to regular appointment, except as otherwise provided for in Section 1.2.10 and except that step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increment shall not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2088 hours) of actual service, the employee will receive one-step increment in the higher-paid title; provided that the employee has not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class, that were properly paid per Article 5.9 of this Agreement, shall apply toward salary step placement if the employee's position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

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

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

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

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

4.2.6 Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase and shall thereafter receive step increases as provided in Section 4.2.1.

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

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

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

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

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

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

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

A. If the overpayment involved only one (1) paycheck;

1. by payroll deductions spread over two (2) pay periods; or
2. by payments from the employee spread over two (2) pay periods.

B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than twenty-five dollars ($25) per pay period.

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

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

ARTICLE 5 - HOURS OF WORK AND OVERTIME

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

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

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

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

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

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

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

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

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

5.2.5 All overtime work shall be offered to qualified regular employees in the classification before any temporary employees are asked to work overtime.

5.2.6 Management shall have the right to assign employees to Mandatory Overtime. When such assignment takes place it first shall be done on a voluntary basis within each shop for all shifts that work.

5.2.7 Provided there are not sufficient volunteers, Management may require employees to work overtime in reverse seniority based upon requisite skills necessary to perform the work within the shop.

5.2.8 In the case of Emergencies the above voluntary process piece will not apply.

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

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

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

5.4 Meal Reimbursement - When an employee is specifically directed by the City to work two (2) hours or longer at the end of their normal work shift of at least eight (8) hours or work two (2) hours or longer at the end of their work shift of at least eight (8) hours when the employee is called in to work on their regular day off, or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from his place of residence as a

result of such additional hours of work, the employee shall be reimbursed for the "reasonable cost" of such meal in accordance with Seattle Municipal Code (SMC) 4.20.325. An employee is not eligible for meal reimbursement if the City provides the employee a meal. In order to receive reimbursement, the employee must furnish the City with a dated original itemized receipt from the establishment indicating the time of the meal no later than forty-eight (48) hours from the beginning of their next regular shift; otherwise, the employee shall be paid a minimum of six dollars ($6) in lieu of reimbursement for the meal. Effective upon ratification of this Agreement by both parties the minimum paid in lieu of meal reimbursement will increase to twenty dollars ($20.00).

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

A. Said meal must be eaten within two (2) hours after completion of the overtime work. Meals shall not be saved, consumed and claimed at some later date.

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

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

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

5.4.3 When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to their normal eight (8) hour work shift, said employee shall be eligible for meal reimbursement pursuant to Sections 5.4, 5.4.1 and 5.4.2; provided however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a minimum of six dollars ($6) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation. Effective upon ratification of this Agreement by both parties, the minimum paid in lieu of meal reimbursement will increase to twenty dollars ($20.00).

5.4.4 Effective upon ratification of this Agreement by both parties', temporary employees shall be eligible for overtime meal reimbursement as provided herein.

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

5.5 When management deems it necessary, work schedules may be established other than Monday through Friday; provided however, that where workweeks other than the basic departmental workweek schedules in force on the effective date of this Agreement are deemed necessary, the change(s) and reason therefore shall be provided to the Union at least forty-eight (48) hours in advance and, upon request, such change(s) shall be discussed with the Union. At least forty-eight (48) hours advance notification shall be afforded the Union and the affected employees when shift changes are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first shift worked under the new schedule.

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

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

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

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

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

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

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

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

5.6 Implementation of a four (4) day, forty (40) hour or other alternative work schedule shall be subject to terms and conditions established by each department. The appointing authority may terminate alternative work schedules when the schedule ceases to meet the business needs of the

employing unit. In administering the four (4) day, forty (40) hour work schedule or other alternative work schedule, overtime shall be paid for any hours worked in excess of ten (10) hours per day or forty (40) hours per week. It will be clearly established whether an alternative work schedule is applicable for a temporary employee.

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

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

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

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

5.9 Work Outside of Classification - Effective January 1, 2019, work out of class is a management tool, the purpose of which is to complete essential public services whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a position.

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

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

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

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

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

5.9.10 The practice of no out-of-class pay for paid leave will continue except that any sick leave taken in lieu of working a scheduled out-of-class assignment, regardless of the length of the assignment, must be paid at the same rate as the out-of-class assignment. Such paid sick leave shall count towards salary step placement for the out-of-class assignment or in the event of a regular appointment to the out-of-class title within 12 months of the out-of-class assignment.

5.9.11 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. When employees voluntarily apply for and voluntarily accept a position in a lower-level classification, they shall receive the salary rate for the lower class, which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class. For such temporary period, the employee shall continue to pay dues to the union of the higher class. The overtime provisions applicable are those of the contract covering the bargaining unit position of the work being performed on an overtime basis. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as their primary class, across union jurisdictional

lines, with no change to their regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement and payment for absences do not apply in these instances.

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

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

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

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

ARTICLE 6 - HOLIDAYS

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

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th

Two Personal Holidays (for employees with 0-9 years of service)
Four Personal Holidays (for employees that have at least 18,720 regular hours of service)

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

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

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

6.3 A Personal Holiday shall be used during the calendar year as a regular holiday. Use of the Personal Holiday shall be requested in writing. When the Personal Holiday has been approved in advance and is later canceled by the

City with less than a thirty (30) day advance notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay pursuant to Section 6.4 for all time worked on the originally scheduled Personal Holiday.

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

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

ARTICLE 7 - ANNUAL VACATION

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

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

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

7.4

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

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

7.5 Employees may, with Department approval, use accumulated vacation with pay after completing one thousand forty (1,040) hours on regular pay status. Effective December 25, 2019, the requirement that the employee must complete one thousand forty (1,040) hours on regular pay status prior to using vacation time shall end.

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

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

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

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

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

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

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

ARTICLE 8 - SICK LEAVE, BEREAVEMENT LEAVE AND EMERGENCY LEAVE

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

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

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

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

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

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

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

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

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

8.1.2 Unlimited sick leave credit may be accumulated.

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

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

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

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

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

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

8.1.7 <u>Conditions Not Covered</u> - Employees shall not be eligible for sick leave when:

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

B. Off work on a holiday; or

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

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

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

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

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

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

8.1.8.5 Rate of Pay for Sick Leave Used - An employee who uses paid sick leave shall be compensated at the straight time rate of pay as required by SMC 14.16 and other applicable laws such as RCW 49.46.210. For example, an employee who misses a scheduled night shift associated with a graveyard premium pay would receive the premium for those hours missed due to sick leave. For employees who use paid sick leave hours that would have been overtime if worked, the City will apply requirements of Seattle Municipal Code 14.16 and applicable laws such as RCW 49.46.210. (See also Articles 5.8 and 5.9.10 and A.8.3 for sick leave use and rate of pay for standby duties, out-of-class assignments and shift premium).

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

8.2 Bereavement Leave - Regular employees covered by this Agreement, shall be allowed five (5) days off without salary deduction for bereavement purposes in the event of the death of any close relative.

8.2.1 In like circumstances and upon like application the Department Head or designee may authorize bereavement leave in the event of the death of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee.

8.2.2 For purposes of this Section, the term “close relative” shall mean the spouse or domestic partner, child, mother, stepmother, father, stepfather, brother, sister, grandchild, grandfather or grandmother of the employee or spouse or domestic partner, an employee’s legal guardian, ward or any person over whom, the employee has legal custody, and the term “relative other than a close relative” shall mean the uncle, aunt, cousin, niece, nephew or the spouse or domestic partner of the brother, sister, child or grandchild of the employee or spouse or domestic partner or the uncle, aunt, cousin, niece, nephew or the spouse or domestic partner of the brother, or sister of the spouse or domestic partner of such employee.

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

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

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

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

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

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

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

8.5.1 **Contributions from Unused Paid Time off at Retirement**

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

B. The City will provide each bargaining unit with a list of its members who are expected to meet any of the criteria in paragraph A above as of December 31, 2021.

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

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

D. If the members of the bargaining unit who have satisfied the eligibility-to-retire requirements described in paragraph A above as of December 31, 2021, do not vote to require VEBA contributions from unused sick leave, members may either:

   1. Transfer 35% of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan, subject to the terms of the Plan and applicable law; or

2. Cash out their unused sick leave balance at 25% to be paid on their final paycheck.

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

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

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

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

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

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

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

ARTICLE 9 - INDUSTRIAL INJURY OR ILLNESS

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

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

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

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

9.1.4 Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for and attend medical appointments and treatments and meetings related to rehabilitation, and work

hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

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

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

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

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

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

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

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

ARTICLE 10 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

10.1 The following shall define terms used in this Article:

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

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

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

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

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

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

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

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

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

10.2.3 An employee's probationary period may be extended up to six (6) additional months by written mutual agreement between the department, the employee

and the Union, subject to approval by the Seattle Human Resources Director prior to the expiration of the initial twelve (12) month probationary period.

10.3 Probationary Period/Dismissal - An employee may be dismissed during their probationary period after having been given written notice five (5) working days prior to the effective date of dismissal. However, if the department believes the best interest of the City requires the immediate dismissal of the probationary employee, written notice of only one (1) full working day prior to the effective date of the dismissal shall be required. The reasons for the dismissal shall be filed with the Seattle Human Resources Director and a copy sent to the Union.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 - TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL

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

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

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

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

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

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

1. A department will be provided with the names of eligible employees and their job skills. The department will fill the position with the most senior employee with the job skills needed for the position. The department may test or otherwise affirm the employee has the skills and ability to perform the work.

2. An employee on the layoff transfer list who is not placed in another position prior to layoff shall be eligible for placement on the Reinstatement Recall List pursuant to Section 11.4.

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

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

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

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

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

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

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

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

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

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

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

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

A. Interim appointees

B. Temporary or intermittent employees not earning service credit.

C. Probationary employees*****

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.5.1 No service credit shall be given:

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

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

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

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

12.1 Effective January 1, 2019, the City shall provide medical, dental, and vision plans (with Kaiser Standard, Kaiser Deductible, Aetna Traditional, Aetna Preventative and Dental of Washington as self-insured plans, and Dental Health Services, and Vision Services Plan) for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. For calendar years 2020, and 2021, the selection, addition and/or elimination of medical, dental, and vision benefit plans, and changes to such plans including, but not limited to, changes in benefit levels, co-pays and premiums, shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

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

12.1.2 For calendar years 2019, 2020, and 2021, the City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor- Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.

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

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

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

12.2.1 Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used

for benefit of employees' participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employees' share of the monthly premiums or for life insurance purposes otherwise negotiated.

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

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

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

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

12.3.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2019 for the base plan; provided further, such cost shall not exceed the maximum limitation on the City's premium obligation per calendar year as set forth within Section 12.3.

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

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

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

ARTICLE 13 – RETIREMENT

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

13.2 Effective January 1, 2017, consistent with Ordinance 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

ARTICLE 14 - GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

14.5 Union Shop Stewards - The Union party to this Agreement may appoint a shop steward in the various City departments affected by this Agreement. Immediately after appointment of its shop steward(s), the Union must furnish the Seattle Department of Human Resources and the affected Department(s) with a list of those employees who have been designated as shop stewards and their area of responsibility. Failure to provide such a list and/or disagreement over the number and/or area of responsibility of shop stewards between the City and the Union covered by this Agreement shall result in non-recognition by the City of the appointed shop stewards in question. The City must notify the Union within fifteen (15) calendar days of receipt of the Union's list or revised list if it objects to the number and/or area of responsibility of appointed shop stewards. Where there is a disagreement over the number and/or area of responsibility of appointed shop stewards, said issues shall be discussed between the City and the Union. If the parties cannot mutually resolve their differences, the issues shall be submitted to the Labor-

Management Committee for final resolution. The list shall also be updated as needed. Shop stewards shall perform their regular duties as such but shall function as the Union's representative on the job solely to inform the Union of any alleged violations of this Agreement and process grievances relating thereto; provided however, temporary employees may serve as shop stewards to inform the Union of any alleged violations of this Agreement that apply to temporary employees only and may process grievances relating thereto. The shop steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours.

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

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

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

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

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

14.6.4 Safety Committees - Affected Unions shall be notified in advance and included in any processes that are used by City Departments to determine employee membership on all departmental, divisional, and sectional Safety Committees. Union notification and engagement protocols will be facilitated through departmental labor management committees.

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

14.7 Bulletin Boards - The City, upon written request from the Union relative to a specific City department which employs individuals covered by this Agreement, shall provide bulletin board space for the use of the Union.

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

A. Grant the employee's request, or

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

14.8.1 In construing this Section, it is understood that:

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

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

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

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

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

14.9.1 The City and the Union shall meet bi-annually to discuss the utilization and effectiveness of City-sponsored training programs and any changes to same which pertain to employees covered by this Agreement. The City and the

Union shall use such meetings as a vehicle to share and to discuss problems and possible solutions to upward mobility of employees covered by this Agreement and to identify training programs available to employees covered by this Agreement. The committee shall be comprised of an equal number of participants from labor as from management and shall not exceed three participants from either side.

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

14.11 Footwear Allowance –The City shall pay the amounts in A through C below, per Agreement year for each regular full-time employee as partial reimbursement for the cost of purchasing or repairing protective or other specified footwear or other work gear (example: rain-gear, gloves etc.) when such items are required by the City. Requests for reimbursement of such footwear or gear shall be accompanied by an itemized receipt showing the amount and place of purchase or repair. An employee who does not use the full amount in one calendar year may carry over the remaining balance to the next year for use in addition to the amount allocated for that year. This carryover shall extend for the three (3) calendar years of the Agreement, but not into the ensuing year after the expiration of the Agreement. Temporary employees who qualify for the "0521st hour through 1040th hour" level of premium pay or greater as set forth within Section 1.2.2, shall be eligible for receipt of the footwear or gear allowance every other year subject to the conditions set forth herein for receipt of same by regular employees. Gear does not include articles of clothing already being issued.

A. Effective January 1, 2019, one hundred forty-four dollars ($144.00)

B. Effective January 1, 2020, one hundred seventy-five dollars ($175.00).

C. Effective January 1, 2021, two hundred dollars ($200.00).

14.12 Identification Cards - Picture identification cards may be issued to employees by the City, and if so, shall be worn in a sensible, but conspicuous place on their person by all such employees. Any such picture identification cards shall identify the employee by first name and last name initial (or at the employee's option, first name initial and last name), employee number, job title, and photograph only. The City shall pay the replacement fee for a card that is lost no more frequently than once in any eighteen (18) month period of time. Otherwise, if the card is lost or mutilated by the employee, there shall be a replacement fee of thirty dollars ($30) to be borne by the employee. The cost of replacing the card damaged due to normal wear and tear shall be borne by the City and shall not be the responsibility of the employee.

14.13 The City reserves the right to open Article 14.14 for the purpose of negotiating changes to employee parking and fees to address incentives for High Occupancy Vehicle (HOV) parking and disincentives for Single Occupancy Vehicle (SOV) parking and other matters as may be necessary for an effective commute trip reduction program, as required by the City of Seattle Ordinance and State Law RCW 70.94.521-551.

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

14.14.1 Effective January 1, 2020, the Commute Trip Reduction ("CTR") parking benefit cost to the employee will increase from seven dollars ($7.00) to ten dollars ($10.00).

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

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

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

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

14.16.3 To obtain or renew a Hazardous Material Endorsement (HME) for positions that currently require a Commercial Driver's License (CDL), employees will be expected to submit to a background check and fingerprinting. The background check and fingerprinting are required to meet Federal regulations. The application will be done on City time and the cost of the application and fee for such endorsement will be paid by the City if such endorsement is required by the job.

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

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

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

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

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

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

14.22 Contracting Out - The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for work under the following guidelines: (1) required expertise is not available within the City work force, or (2) the contract will result in cost savings to the City, or (3) the occurrence of peak loads above the work force capability.

14.22.1 Determination as to (1), (2), or (3) above shall be made by the Department Head involved, provided, however, prior to approval by the department head involved to contract out work under (1) and (2) above, the Union shall be notified. The Department Head involved shall make available to the Union upon request (1) a description of the services to be so performed, and (2) the detailed factual basis supporting the reasons for such action.

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

14.23 Employee Paid Status During Bargaining – The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective August 18, 2004, employees who participate in bargaining as part the Union's bargaining team during the respective employee's work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

A. No more than two (2) employees per negotiations session shall be authorized under this provision.

B. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall **not** be applicable to this provision. No more than an aggregate of one hundred (100) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision for bargaining.

C. If the aggregate of one hundred (100) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.

D. This provision shall automatically become null and void with the expiration of the predecessor collective bargaining agreement, shall not constitute the status quo, and shall not become a part of any successor agreement unless it is explicitly renegotiated by the parties.

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

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

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

14.27 Pay for Deployed Military

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

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

B. A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted his or her annual paid military leave benefit and is on unpaid military leave of absence shall be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

14.28 The Union and the City agree to the following:

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

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

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

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

E. A reopener on Seattle Center Parking.

F. No later than June 1, 2020 the parties agree to reopen the contracting provisions related to notice and types of information when the City is contracting out work, and provisions related to comparable wages and benefits when work is contracted out.

G. Contracting out will be a part of the Labor Management Leadership Committee's work plan for 2020.

H. The City's temporary employment philosophy and practices will be part of the Labor Management Leadership Committee's 2020 work plan.

I. Sick Leave Donation Program – A Labor Management Committee will be established for the purpose of proposing rules and procedures for a new, program. The LMC will be to develop consistent, transparent and equitable proposals for processes across all departments within the City. The LMC shall also explore proposals to lower the minimum leave bank required to donate sick leave and permit donation of sick leave upon separation from the City. The LMC must consult with the Office of Civil Rights to ensure compliance with the City's Race and Social Justice Initiative. Once the LMC has developed its list of proposals, the City and Coalition of City Unions agrees to reopen each contract on this subject.

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

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

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

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

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

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

ARTICLE 15 - LABOR-MANAGEMENT COMMITTEES

15.1 It is the intent of the Union to carry out its collective bargaining responsibility as an organization recognized as a collective bargaining representative by the City. To this end, the City agrees to confer with officials of the Union on matters subject to collective bargaining. The Union agrees that all representations made on its behalf by its agents shall have the same force and effect as if made by the Union itself, and that notices or other communications exchanged between the City and the Union or its agents shall have the same force and effect as if made by the Union itself.

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

The management representatives to the Committee will be determined in accordance with the Labor-Management Leadership Committee Charter. The Union may appoint a minimum of one (1) labor representative to the Committee.

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

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

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

ARTICLE 16 - WORK STOPPAGES AND JURISDICTIONAL DISPUTES

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

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

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

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

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

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

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

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

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

ARTICLE 17 - RIGHTS OF MANAGEMENT

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

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

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

17.4 The City agrees that performance standards shall be reasonable.

ARTICLE 18 - SUBORDINATION OF AGREEMENT

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

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

ARTICLE 19 - ENTIRE AGREEMENT

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

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

ARTICLE 20 - GRIEVANCE PROCEDURE

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

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

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

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

20.4 For grievances filed in accordance with Sections 20.2 and/or 20.2.1, failure by an employee or the Union to comply with any time limitation of Steps 2, 3, and 4 of the procedure in this Article shall constitute withdrawal of the grievance; provided however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

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

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

20.6.1 <u>(Step 1)</u> - The contract grievance shall be reduced to written form by the aggrieved employee and/or the Union, stating the section of the agreement allegedly violated and explaining the grievance in detail. The aggrieved employee and/or the Union Representative shall present the written grievance to the employee's supervisor within twenty (20) business days of the alleged

contract violation, with a copy of the grievance submitted to the Union by the aggrieved employee. The immediate supervisor should consult and/or arrange a meeting with their supervisor, if necessary, to resolve the contract grievance. The parties shall make every effort to settle the contract grievance at this stage promptly. The immediate supervisor shall, in writing, answer the grievance within ten (10) business days after being notified of the grievance, with a copy of the response submitted to the aggrieved employee and the Union.

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

20.6.2.1 With Mediation

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

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

C. If the grievance is not resolved through mediation, the Division Head shall thereafter convene a meeting within ten (10) business days between the Union representative and aggrieved employee, together with the designated Supervisor, the Section Manager, the Department Labor Relations Officer and any other members of management whose presence is deemed necessary by the City to a fair consideration of the alleged contract grievance. The City Director of Labor Relations or their designee may attend such meeting. The Division head shall give a written answer to the Union within ten (10) business days after the contract grievance meeting.

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

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

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

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

B. Nature of the alleged violation.

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

D. Remedy sought.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 21 - SAVINGS CLAUSE

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

ARTICLE 22 - DISCIPLINARY ACTIONS

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

A. verbal warning;

B. written reprimand;

C. suspensions;

D. demotion; or

E. termination.

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

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

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

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

ARTICLE 23 - TERM OF AGREEMENT

23.1 All terms and provisions of this Agreement shall become effective upon signature of both parties unless otherwise specified elsewhere and shall remain in full force and effect through December 31, 2021. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90) but not more than one hundred twenty (120) days prior to December 31, 2021. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

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

Signed this 16th day of December, 2019

CITY OF SEATTLE, WASHINGTON
Executed Under Authority of

Ordinance No. 126020

By _____
~~By Dan Morgan~~
~~Directing Business Representative~~
~~Machinists District 160/Local 289~~

By _____
Jenny A. Durkan, Mayor

By _____
Greg Heidal
Business Agent
Local 289

By _____
Jana Sangy
Director of Labor Relations

APPENDIX A

to the

A G R E E M E N T

by and between

THE CITY OF SEATTLE
and

International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289

Effective January 1, 2019 through December 31, 2021

APPENDIX A

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS DISTRICT LODGE NO. 160, LOCAL NO. 289

This APPENDIX is supplemental to the AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the International Association Of Machinists & Aerospace Workers District Lodge No. 160, Local No. 289, hereinafter referred to as the Union, for that period from January 1, 2019 through December 31, 2021 This APPENDIX shall apply exclusively to those classifications identified and set forth herein. The rates herein are illustrative of the increases provided in Articles 4.1.1 through 4.1.5 and any discrepancies shall be governed by those Articles.

A.1 Effective December 26, 2018, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

CLASSIFICATION	STEP A 00-06m	STEP B 07-18m	STEP C 19m +
Automotive Mechanic……	34.54	35.88	37.33
Automotive Maintenance, Crew Chief……	40.37	41.97	43.66
Automotive Mechanic, Pre-Apprentice	22.04	22.04	22.04
Automotive Mechanic, Senior.....	36.26	37.72	39.23
Automotive Mechanic, Apprentice	67% of Automotive Mechanic entry rate of pay from 00-06 months 71% of Automotive Mechanic entry rate of pay from 07-12 months 75% of Automotive Mechanic entry rate of pay from 13-18 months 79% of Automotive Mechanic entry rate of pay from 19-24 months 83% of Automotive Mechanic entry rate of pay from 25-30 months 87% of Automotive Mechanic entry rate of pay from 31-36 months 91% of Automotive Mechanic entry rate of pay from 37-42 months 95% of Automotive Mechanic entry rate of pay from 43 months+		
Equipment Maintenance Crew Chief……	38.85	40.40	42.02

Automotive Mechanic-Specialized	35.58	36.96	38.45
Automotive Maintenance, Crew Chief- Specialized	42.80	44.49	46.28
Automotive Mechanic, Senior- Specialized	37.36	38.85	40.40

A.1.2 Effective December 25, 2019, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

CLASSIFICATION	STEP A 00-06m	STEP B 07-18m	STEP C 19m +
Automotive Mechanic	35.78	37.17	38.67
Automotive Maintenance, Crew Chief	41.82	43.48	45.23
Automotive Mechanic, Pre-Apprentice	22.83	22.83	22.83
Automotive Mechanic, Senior	37.57	39.08	40.64
Automotive Mechanic, Apprentice	67% of Automotive Mechanic entry rate of pay from 00-06 months 71% of Automotive Mechanic entry rate of pay from 07-12 months 75% of Automotive Mechanic entry rate of pay from 13-18 months 79% of Automotive Mechanic entry rate of pay from 19-24 months 83% of Automotive Mechanic entry rate of pay from 25-30 months 87% of Automotive Mechanic entry rate of pay from 31-36 months 91% of Automotive Mechanic entry rate of pay from 37-42 months 95% of Automotive Mechanic entry rate of pay from 43 months+		
Equipment Maintenance Crew Chief	40.25	41.85	43.53
Automotive Mechanic-Specialized	36.86	38.29	39.83

Automotive Maintenance, Crew Chief- Specialized.....	44.34	46.09	47.95
Automotive Mechanic, Senior- Specialized.....	38.70	40.25	41.85

A.1.3 Effective January 6, 2021, base wage rates will be increased by 1% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2018 through June 2019 to the period June 2019 through June 2020, minimum 1.5%, maximum 4%.

A.1.3 Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

A.2 Protective and specialized clothing shall continue to be provided per existing (1980) departmental practice, through the duration of this Agreement, to employees covered by this Appendix.

A.3 Employees covered by this Appendix within the Fleets Division of the Finance and Administrative Services Department shall be afforded an opportunity to select vacation periods on the basis of seniority in grade within a given work site or location. Employees eligible to exercise this option must make their selection known to the Department Head before March 15th of the calendar year in which the vacation time is to be taken. The length of service right described herein shall accrue from the date of hire and/or promotion into a classification covered by this Appendix. An employee shall not be eligible to exercise said right until completion of their probationary period.

A.4 The City shall reimburse Automotive Mechanics for the loss of required hand tools (including toolboxes) due to fire or theft from the City's premises, less twenty-five dollars ($25.00) on each loss. Claims shall be honored only for tools which have been listed on an appropriate inventory form and filed with the City. Employees shall notify management whenever they remove their tools from the City's premises.

A.5 <u>Fleets Division of the Finance and Administrative Services Department and City Light</u> - Effective December 1, 1992, employees classified and working full-time as Automotive Mechanic (including Apprentice and Senior) who have completed their probationary period and have been employed by the City in one of the afore-referenced titles for the entire preceding year, and who provide receipts for tools purchased shall be reimbursed for said tools up to the amount of three hundred dollars ($300.00).

A.6 The City shall continue to determine the number of shifts, the shift hours and the number of personnel in each of the job classifications assigned to each shift. When an Automotive Mechanic position becomes vacant as determined by management at an individual shop, all Automotive Mechanics shall be given the opportunity to transfer to the vacant position except as hereinafter provided in Section A.7. Such transfer, if requested, shall be made by seniority. Lacking any request to transfer, as hereinbefore outlined, the Department shall assign the Automotive Mechanic with the least seniority to the vacancy. "Seniority" for purposes of this Section shall be defined as length of service within the job classification of Automotive Machinist. There shall be no bumping privileges. Article 17, Section 17.2 shall not nullify this provision.

A.7 The City shall, at all times, retain the right to assign any employee to any shift and/or shop involving specialized programs in order to ensure that the best qualified personnel are assigned to specialized programs. Specialized programs consist of the aerial lift overhaul program, the crane inspection program, the motorcycle shop, the capitalization shop, the inspection and maintenance of fire apparatus, and other programs as designated by the City after first discussing with the Union the need for such designation.

A.7.1 When moved to a new shop at the employee's request, the employee must accept the available shift regardless of length of service. If a position must be moved from a shop due to workload requirements, the City shall first solicit volunteers from that shop. If there are no volunteers, the City shall move the employee with the least seniority in that shop. If an employee must be moved for other than workload requirements, the employee shall be transferred to another shop and to the same shift the employee had previously been assigned.

A.7.2 During an employee's probationary period, the City may assign or reassign said employee to any shift or shop; provided however, a probationary employee shall not be used for the express purpose of displacing a permanent employee from a particular shift. A probationary employee shall not be eligible to exercise rights as defined in Section A.7.

A.8 Effective December 30, 2015, employees who work the established second shift shall receive seventy-five cents (0.75¢) per hour premium pay. Employees who work the established third shift shall receive one dollar ($1.00) per hour premium pay.

A.8.1 Effective December 25, 2019, employees who work the established second shift shall receive one dollar ($1.00) per hour premium pay. Employees who work the established third shift shall receive one dollar and fifty cents ($1.50) per hour premium pay.

A.8.2 The established second shift shall be from 4:00 p.m. to 12:30 a.m., unless otherwise designated by the Department for a particular shop or operation.

A.8.3 Effective upon ratification of this Agreement by both parties, temporary employees shall be eligible for shift premium pay as provided herein.

A.9 Skagit Conditions - City Light employees normally assigned to Newhalem who are required to report to Ross Dam for a full eight (8) hours of work shall be paid one-half (½) hour additional pay per day at the overtime rate for travel time to Ross Dam.

A.10 One set of metric tools per shop shall be supplied by the Department.

A.11 The City agrees to pay an additional ninety cents (0.90¢) per hour for those employees working on heavy trucks and fire apparatus equipment. This will affect those employees working on vehicles and equipment that is rated 14,000 GVW and above.

APPENDIX B

Janus Memorandum of Understanding (MOU)

The following MOU attached hereto as Appendix B and signed by the City of Seattle and the Coalition of City Unions ("Parties"), is adopted and incorporated as an Appendix to this Agreement to address certain matters with respect to membership and payroll deductions after the U.S. Supreme Court's decision in Janus v. AFSCME. The Agreement is specific and limited to the content contained within it. Nothing in the MOU is intended, nor do the Parties intend, for the MOU to change the ability to file a grievance on any matter of dispute which may arise over the interpretation or application of the collective bargaining agreement itself. Specifically, nothing in the MOU is it intended to prevent the filing of a grievance to enforce any provision of the Union Engagement and Payroll Deductions Article 3. Any limitations on filing a grievance that are set forth in the MOU are limited to actions that may be taken with respect to the enforcement of the MOU itself, and limited specifically to Section B of the MOU.

MEMORANDUM OF UNDERSTANDING
By and Between THE CITY OF SEATTLE
and
COALITION OF CITY UNIONS
(Amending certain collective bargaining agreements)

Certain Unions representing employees at the City of Seattle have formed a coalition (herein referred to as "Coalition of City Unions") to collectively negotiate the impacts of the Janus v. AFSCME Supreme Court decision and other conditions of employment with the City of Seattle (herein referred to as "City;" together the City and this Coalition of City Unions shall be referred to as "the Parties"); and,

This Coalition of City Unions for the purpose of this Memorandum of Understanding (MOU) shall include the following individual Unions, provided that the named Unions are also signatory to this MOU: the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 104; the International Union of Painters and Allied Trades District Council #5; the Inland Boatmen's Union of the Pacific; Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 117; the International Brotherhood of Electrical Workers, Local 46; the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32; the International Brotherhood of Teamsters, Local 763; the International Union of Operating Engineers, Local 286; the UNITE Hotel Employees & Restaurant Employees, Local 8; the Public Service & Industrial Employees, Local 1239; the Washington State Council of County and City Employees, Local 21; the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, Local 15; the Sheet Metal Workers International Association, Local 66; the Seattle Municipal Court Marshals' Guild; the Pacific Northwest Regional Council of Carpenters; the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289; the Seattle Parking

Enforcement Officers Guild; the Seattle Police Dispatchers' Guild; the Seattle Police Management Association; and the Seattle Police Officers' Guild.

Background

In June of 2018, the United States Supreme Court issued the Janus v. AFSCME decision. In response to this change in circumstances, this Coalition of City Unions issued demands to bargain regarding the impacts and effects of the Janus v. AFSCME Supreme Court decision.

Included in the Parties collective bargaining agreements is a subordination of agreement clause that in summary states, "It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, City Charter, and state law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal law, City Charter, or state law are paramount and shall prevail."

The parties have agreed to engage in negotiations over the impacts and effects of this change in circumstances to reflect compliance with the Janus v. AFSCME Supreme Court decision.

Agreements

Section A. Amended Union Dues and Membership Language

The Parties agree to amend and modify each of the Parties' collective bargaining agreements as follows:

Article X - Union Engagement and Payroll Deductions

The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The performance of this function is recognized as a service to the Union by the City and The City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only. The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from Union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit. The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement. At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of their bargaining unit attending the Orientation.

The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

New Employee and Change in Employee Status Notification: The City shall supply the Union with the following information on a monthly basis for new employee's: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.

Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of their dues authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the union that the terms of the employee's authorization regarding dues deduction revocation have been met. The City will refer all employee inquiries or communications regarding union dues to the appropriate Union.

Section B. Agreement on Impacts of the Janus v. AFSCME Supreme Court decision.

The Parties further agree:

1. Member Training: During each year of this agreement a Union's principal officer may request that Union members be provided with at least eight (8) hours or one (1) day, whichever is greater, of paid release time to participate in member training programs sponsored by the Union. The Parties further agree that the release of employees shall be three (3) employee representatives per each Union in an individual Department; or two percent (2%) of a single Union's membership per each department, to be calculated as a maximum of two percent (2%) of an individual Union's membership in that single department (not citywide), whichever is greater. The approval of such release time shall not be unreasonably denied for arbitrary and/or capricious reasons. When granting such requests, the City will take into consideration the operational needs of each Department. At its sole discretion, the City may approve paid release time for additional employee representatives from each Department on a case-by-case basis.

2. The Unions shall submit to the Office of Labor Relations and the Department as far in advance as possible, but at least fourteen (14) calendar days in advance,

the names of those members who will be attending each training course. Time off for those purposes shall be approved in advance by the employee's supervisor.

3. New Employees: The City shall work with the Seattle Department of Technology to develop an automated system to provide the Union with the following information within ten (10) working days after a new employee's first day of work: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate, FTE status. Until the process has been automated the departments may provide the Union notice at the same time the department notifies SDHR benefits, by sending an email to the Union providing the notice of hire. Upon automation departments may elect to not provide notice to the Unions and official notice will only be given by SDHR. The Parties agree to continue to work with departments to provide notice of new hires to the Union no later than 10 working days from the employee first day of work.

4. This agreement is specific and limited to the referenced demand to bargains and the associated negotiations related to the impacts regarding the Janus v. AFSCME decision and sets no precedent or practice by the City and cannot be used or introduced in any forum or proceeding as evidence of a precedent or a practice.

5. Issues arising over the interpretation, application, or enforceability of the provisions of this agreement shall be addressed during the Coalition labor management meetings and shall not be subject to the grievance procedure set forth in the Parties' collective bargaining agreements.

6. The provisions contained in "Section B" of this MOU will be reviewed when the current collective bargaining agreements expire. The Parties reserve their rights to make proposals during successor bargaining for a new agreement related to the items outlined in this MOA.

7. This Parties signatory to this MOU concur that the City has fulfilled its bargaining obligations regarding the demand to bargains filed as a result of the Janus v. AFSCME Supreme Court decision.

FOR THE CITY OF SEATTLE:

Jenny A. Durkan,
Mayor

~~Susan McNab,~~ Bobby Humes
Interim Seattle Human Resources Director

Laura A. Southard,
Deputy Director/Interim Labor Relations Director

SIGNATORY UNIONS:

Elizabeth Rockett, Field Representative
IU Painters and Allied Trades,
District Council #5

Natalie Kelly, Business Representative
HERE, Local 8

Andrea Friedland, Business Representative
IATSE, Local 15

Amy Bowles, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support

Ray Sugarman, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support

Shaun Van Eyk, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors

Mark Watson, Union Representative
WSCCCE, Council 2, Local 21, 21C, 21Z, 2083
& Local 21-PA Assistant

Steven Pray, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors

Kurt Swanson, Business Representative
UA Plumbers and Pipefitters Local 32

Janet Lewis, Business Representative
IBEW, Local 46

Kal Rohde, Business Representative
Sheet Metal Workers, Local 66

Brian Self, Business Representative
Boilermakers Union, Local 104

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

Mike Bolling, Business Representative
IU Operating Engineers, Local 286

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

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

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

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

Dave Quinn, Business Representative
Pacific Northwest Regional Council of
Carpenters

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

Michael Cunningham, President
Seattle Police Dispatchers' Guild

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

Scott Bachler, President
Seattle Police Management Association

Kevin Stuckey, President
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Coalition of City Unions
Memorandum of Understanding

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