AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,

AFSCME, LOCAL 21Z

Effective January 1, 2023 through December 31, 2026

TABLE OF CONTENTS

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PREAMBLE

This Agreement is between the City of Seattle (hereinafter called the City) and the Washington State Council of County and City Employees, AFSCME, Local 21Z, (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative.

ARTICLE 1 – NONDISCRIMINATION

1.1 The City and the Union shall not unlawfully discriminate against any employee by reason of race, color, creed, age, color, sex, gender identity, gender expression, genetic information, national origin, religious belief, marital status, sexual orientation, political ideology, ancestry or the presence of any sensory, status as a disabled veteran, a Vietnam era veteran or other covered veteran, mental or physical handicap disability unless based on a bona fide occupational qualification reasonably necessary to the operations of the City. The Parties agree nothing in this Agreement shall serve to prevent a job placement or other reasonable accommodation as may be made pursuant to state or federal law for prevention of discrimination on the basis of disability.

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

1.3 Allegations of discrimination shall be a proper subject for the grievance procedure; provided, however, the matter may not be pursued through arbitration (Step 4) if a complaint has been filed and is being pursued with a local government, state, or federal human rights or EEO agency.

ARTICLE 2 – RECOGNITION, BARGAINING UNIT, AND TEMPORARY EMPLOYMENT

2.1 The City recognizes the Union as the exclusive collective bargaining representative for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington, for employees employed within the bargaining unit defined in Appendix A of this Agreement. For purposes of this Agreement and the bargaining unit described herein the following definitions shall apply:

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

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

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

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

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

2.1.6 A temporary assignment is defined as one of the following:

A. Position Vacancy - An interim assignment for up to one (1) year to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent.
B. Incumbent Absence - An interim assignment for up to one (1) year to perform work associated with a regularly budgeted position when the incumbent is temporarily absent.
C. Less than half-time assignment - For seasonal, on-call, intermittent or regularly scheduled work that may be ongoing or recur from year to year, but does not exceed one thousand forty (1,040) hours per year except as provided by Personnel Rule 11.
D. Short-term assignment - An assignment of up to one (1) year to perform work in response to emergency or unplanned needs such as peak workload, special project, or other short-term work that does not recur and does not continue from year to year.
E. Term-limited assignment - An assignment to perform time-limited work of more than one (1) but not more than three (3) years for:

1. Special time-limited project work that is clearly outside the routine work performed in the department and that requires skills and qualifications that are not typically used by the department; or
2. Replacement of a regularly appointed employee who is assigned to special term-limited project work.
3. Replacement of a regularly appointed employee whose absence of longer than one (1) year is due to disability time loss, military leave of absence, union leave as defined under Article 10.16, or authorized leave of absence for medical reasons.

2.2 All provisions expressed in Chapter 11.0 of the Personnel Rules shall govern the utilization and management of temporary assignments, except where they are inconsistent with the expressed terms of the collective bargaining agreement.

2.3 Temporary employees shall be exempt from all provisions of this Agreement except Sections 2.3; 2.4; 2.5; 10.1 through 10.14; 10.15 except for temporary employees defined under Article 2.16.C; 17.13; 17.6; 17.17; 17.18; 19.1; Article 4, Union Engagement and Payroll Deductions; and Article 5, Grievance Procedure; provided, however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section.

2.4 Temporary employees who are not in benefits-eligible assignments shall be paid for all hours worked at the first pay step of the hourly rates of pay set forth within the Appendix covering the classification of work in which a temporary employee is employed. Temporary employees who are in benefits-eligible assignments shall receive step increases consistent with Personnel Rule 11.

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

2.6 A temporary worker who is in a term-limited assignment shall receive service credit for layoff purposes if the employee is immediately hired (within thirty (30) business days without a break in service) into the same job title and position after the term is completed.

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

2.7.1 A temporary employee who has worked in an excess of five hundred and twenty (520) regular hours and who is appointed to a regular position in a Step Progression Pay Program without a break in service greater than thirty (30) days shall have their temporary service toward salary placement, provided the service was in a job title corresponding to the same or higher classification in the same series as the regular appointment.

2.7.2 FLSA eligible temporary employees shall be entitled to shift differential.

2.8 In the event that an interim assignment of a temporary worker to a vacant regular position accrues more than one thousand five hundred (1,500) hours, the department shall notify the Union that a labor-management meeting shall take place within two (2) weeks for the purpose of discussing the status of filling the vacant position prior to one (1) year.

2.9 The City may establish preparatory training programs, including on-the-job training, for the purpose of providing individuals an opportunity to compete and potentially move laterally or upward into new career fields. It is understood that on-the-job training may involve bargaining unit work even though the "trainee" is not covered by this Agreement. It is also understood that said trainees will not be used for the purpose of displacing regular employees. The City will furnish the Union with a copy of such a training plan(s) if it affects bargaining unit employees prior to implementation.

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

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

2.12 The City shall not use temporary employees to supplant permanent positions. Bargaining unit positions shall not be supplanted by use of non-bargaining unit employees.

2.13 The City's Temporary Employment philosophy and practices will be included as part of the Labor Management Leadership Committee (LMLC) Workplan.

ARTICLE 3 – RIGHTS OF MANAGEMENT

3.1 The right to hire, promote (in accordance with the Personnel Ordinance), discipline, and/or discharge for just cause, improve efficiency, and determine the work schedules and location of department headquarters are examples of management prerogatives. It is also understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement. This Agreement shall not limit the right of the City to contract for services of any and all types.

3.2 Delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and as such, maximized productivity is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes, and means of providing municipal services; the right to increase or diminish operations, in whole or in part; the right to increase or diminish equipment, including the introduction of any and all new, improved, or automated methods or equipment; the assignment of employees to specific jobs, including the right to temporarily assign employees to a specific job or position outside the bargaining unit and the right to determine appropriate work-out-of-class assignments; the determination of job content and/or job duties and the combination or consolidation of jobs; provided, however, the exercise of such rights contained herein shall not modify or change any provision of this Agreement without the written concurrence of the Union and the City.

3.3 The Union recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or groups of employees.

3.4 The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for bargaining unit work on a short-term, temporary basis under the following guidelines: 1) required expertise is not available within the City work force, or 2) the occurrence of peak loads above the work force capability. Determination as to (1) or (2) above shall be made by the department head involved; provided, however, prior to approval by the department head involved to contract out work under this provision, the Union will be notified thirty (30) days prior to the start of any new contract or as soon as the department is aware of the need to contract. This notification shall include:

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

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

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

3.4.2 Contracting Out will be a part of the LMLC work plan for 2024.

ARTICLE 4 – UNION MEMBERSHIP AND DUES

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

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

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

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

4.5 New Employee and Change in Employee Status Notification – The City will notify the Union the Union with New Hire information as soon as possible. The City will supply the Union with the following information on a monthly basis for new employees:

a) Name
b) Home address
c) Personal phone
d) Personal email (if a member offers)
e) Job classification and title
f) Department and division
g) Work location
h) Date of hire

i) Hourly or salary (FLSA) status: Hourly or salary
j) Compensation rate

Adoption of New Personnel Management System (Workday)

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

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

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

See Also: Appendix B

ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 Any dispute between the City and the Union concerning the interpretation, application, claim of breach, or violation of the express terms of this Agreement shall be deemed a grievance. Provided that an employee at any time may present a grievance to the City and have such grievance adjusted without the intervention of the Union, if the adjustment is not inconsistent with the expressed terms of this agreement and if the Union has been given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance.

5.2 A grievance in the interest of a majority of the employees in a unit of the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the grievance procedure and be processed within the time limits set forth herein. Grievances shall be filed at the step in which there is authority to adjudicate such grievance.

5.3 As a means of facilitating settlement of a grievance, either party may include an additional member at its expense on its committee. If, at any step in the grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.

5.4 Failure by an employee or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided, however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing. Failure by the City to comply with any time limitation of the procedure in this Article shall allow the Union and/or employee to proceed to the next step without waiting for the City to reply at the previous step, except that employees may not process a grievance beyond Step 3.

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

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

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

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

5.6.2 Step 2: If the grievance is not resolved as provided in Step 1, the Union representative or a shop steward shall forward the written grievance to the division head with a copy to the City Director of Labor Relations within ten (10) business days after receipt of the Step 1 answer.

With Mediation:
At the time the aggrieved employee and/or the Union submits the grievance to the division head, the union representative or designee or the aggrieved employee or the division head may submit a written request for voluntary mediation assistance, with a copy to the Office of Employee Ombud (OEO), the City Director of Labor Relations and the Union representative or designee. If the OEO determines that the case is in line with the protocols and procedures of the ADR process, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, the OEO or designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Union Representative or designee and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the appropriate division head and the appropriate Union Representative or designee shall be so informed by the OEO.

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

If the grievance is not resolved through mediation, the division head shall convene a meeting within ten (10) business days after receipt of notification that the grievance was not resolved through mediation between the aggrieved employee, Shop Steward and/or Union Representative, together with the division head, section manager, and departmental labor relations officer. The City Director of Labor Relations or designee

may attend said meeting. Within ten (10) business days after the meeting, the division head shall forward a reply to the Union.

Without Mediation:
The division head shall convene a meeting within ten (10) business days after receipt of the grievance between the aggrieved employee, Shop Steward and/or Union Representative, together with the division head, section manager, and departmental labor relations officer. The City Director of Labor Relations or designee may attend said meeting. Within ten (10) business days after the meeting, the division head shall forward a reply to the Union.

5.6.3 Step 3: If the grievance is not resolved as provided in Step 2 above, or if the grievance is initially submitted at Step 3 pursuant to Article 5, Section 5.2, the written grievance defined in the same manner as provided in Step 2 shall be forwarded within ten (10) business days after receipt of the Step 2 answer to the City Director of Labor Relations with a copy to the appropriate appointing authority.

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

The Director of Labor Relations or designee shall investigate the alleged grievance and shall contact the Union within five (5) workdays to convene a meeting between the appropriate parties at a mutually acceptable date. The Director of Labor Relations or designee shall thereafter make a confidential recommendation to the affected appointing authority who shall in turn give the Union an answer in writing ten (10) business days after receipt of the grievance or the meeting between the parties.

5.6.4 Step 4: If the grievance is not settled in Step 3, either of the signatory parties to this Agreement may submit the grievance to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations, or the City and the Union may mutually agree to an alternative method to select an arbitrator. Such reference to arbitration shall be made within twenty (20) business days after receipt of the City's answer or failure to answer in Step 3 and shall be accompanied by the following information:

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

B. Nature of alleged violation;

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

D. Remedy sought.

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

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

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

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

B. The decision of the arbitrator shall be final, conclusive, and binding upon the City, the Union, and the employees involved.

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

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

5.9 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance, or Law; provided, however, disciplinary action may be processed through the grievance procedure; provided, further, an employee covered by this Agreement must, upon initiating objections relating to disciplinary action, use either the grievance procedure contained herein (with the Union processing the grievance) or pertinent procedures regarding disciplinary appeals under the City Personnel Ordinance, including Civil Service procedures. Under no circumstances may an employee use both the grievance procedure and Personnel Ordinance procedures, including Civil Service procedures, relative to the same disciplinary action. In the event both a contract grievance and a Civil Service Commission Appeal have been filed regarding the same disciplinary action, only upon withdrawal of the Civil Service Commission appeal may the grievance be pursued under this contract grievance procedure.

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

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

B. Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing. However, in the event a party refuses to accept an Offer of Settlement and recovers less than was offered in such settlement, said party will be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 5.8C.

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

5.11 Alternative Dispute Resolution (ADR) - The City and the Union encourage the use of the OEO or other alternative dispute resolution (ADR) processes to resolve non-contractual workplace conflicts/disputes. Participation in the program or in an ADR process is entirely voluntary and confidential.

5.12 Property Interest Discipline Grievance

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

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

ARTICLE 6 – WORK STOPPAGE

6.1 The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slowdown, or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the City; including, but not limited to, the recovery of any financial losses suffered by the City.

ARTICLE 7 – CLASSIFICATIONS, RATES OF PAY AND OTHER COMPENSATION

7.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth in Appendix A, which is attached hereto and made a part of this Agreement.

7.2 Effective January 4, 2023, Employee base wages will be increased by five percent (5%).

7.3 Effective January 3, 2024, employee base wages will be increased by four and one half percent (4.5%).

7.4 Effective January 4, 2025, employees base wages will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%).

7.5 Effective January 10, 2026, employees base wages will be increased one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

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

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

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

7.9 Mileage Allowance - An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes. The current reimbursement rate is sixty-seven cents ($.67) per mile for all miles driven in the course of City business on that day.

The cents per mile mileage reimbursement rate set forth in Section 7.8 shall be adjusted up or down to reflect the current rate.

7.10 The City shall pay reimbursement for the cost of purchasing or repairing protective or other specified footwear when such footwear is required by the City, pursuant to the schedule below. Requests for reimbursement of such footwear shall be accompanied by a receipt showing the amount and place of purchase or repair.

A. Effective January 1, 2023, the boot/footwear reimbursement shall be $300.00.
B. Effective January 1, 2024 the boot/footwear reimbursement shall be $325.00.
C. Effective January 1, 2025 the boot/footwear reimbursement shall be $350.00.
D. Effective January 1, 2026 the boot/footwear reimbursement shall be $375.00.
E. During the PERC year (calendar year 2027), a boot/footwear reimbursement shall be $375.00.
F. For 2023, employees may submit receipts for their corresponding annual reimbursements at the 2024 annual reimbursement amounts and may rollover any remaining balance to the next year for use during the term of this agreement, including into the ensuing year after the expiration of the agreement.

An employee who does not use the full allowance in one calendar year may carry over the remaining balance to the next year for use in addition to the amount allocated for that year. This carryover shall not extend into the ensuing year after the expiration of the contract.

7.11 The City shall provide and clean, on a reasonable basis, uniforms and specialized and/or protective clothing in accordance with department policy and procedures.

7.12 All uniforms and/or wearing apparel referenced above shall be charged to the employee who is to guarantee its return in exchange for replacement or at the termination of

employment. In the case of intentional destruction or loss of said items, the cost thereof shall be charged to the employee.

7.13 Transit Subsidy - The City shall provide a transit subsidy benefit consistent with SMC 4.20.370.

7.14 Public Transportation & Parking - The City shall take such actions as may be necessary so that employee costs directly associated with their City employment for public transportation and/or parking in a City owned facility paid through payroll deduction will be structured in a manner whereby said costs are tax exempt, consistent with applicable IRS rules and regulations. Said actions shall be completed for implementation of this provision no later than January 1, 2003.

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

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

The City shall make a reasonable effort to make City trucks or equipment available for skill tests.

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

Employees in other job titles or positions not involving the driving of vehicles requiring the CDL, who wish to take exam preparation or driver training courses, may request approval of the courses and reimbursement of fees in the normal manner in which educational expenses are applied for and approved by departments; provided, however, license fees for those individuals will not be reimbursed, nor shall the City be obligated to make City trucks or equipment available for skill tests for these individuals.

Nothing contained herein shall guarantee that written exams, skill tests, or training classes established for the purposes described herein shall be conducted during regular work hours or through adjusted work schedules, nor shall such written exams, skill tests, or training classes be paid for on an overtime basis.

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

A. If the overpayment involved only one paycheck;

1. By payroll deductions spread over two pay periods; or

2. By payments from the employee spread over two pay periods.

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

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

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

ARTICLE 8 – ANNUAL VACATION

8.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 8.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

8.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, and sick leave. At the discretion of the City, up to one hundred and sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.

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

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

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

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

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

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

8.6 The minimum vacation allowance to be taken by an employee shall be one-half (½) of a day or, at the discretion of the heads of the various departments, such lesser fraction of a day as shall be approved by respective appointing authority.

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

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

8.9 An employee who leaves the City service for any reason after more than six (6) months' service shall be paid in a lump sum for any unused accrued vacation hours the employee has previously accrued.

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

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

8.12 Vacation scheduling policies will be considered an appropriate topic for labor-management meetings if requested by the Union.

ARTICLE 9 – HOLIDAYS

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

New Year's Day	January 1
Martin Luther King, Jr.'s, Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Indigenous Peoples' Day	2nd Monday in October
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25
First Personal Holiday	
Second Personal Holiday	
Third Personal Holiday	(available after completion of 9 years of service (18,720 hours)).
Fourth Personal Holiday	(available after completion of 9 years of service (18,720 hours)).

9.1.1 Whenever any legal holiday falls upon a Sunday, the following Monday shall be a legal holiday. Whenever any legal holiday falls upon a Saturday, the preceding Friday shall be the legal holiday; provided, however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 9.3 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 9.3 shall be made only once per affected employee for any one holiday.

9.1.2 Employees who have either completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (Article 12.2) or on or before December 31st of the current year shall receive an additional two (2) personal holidays for a total of four (4) personal holidays (per Article 13.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

9.2 To qualify for holiday pay, City employees covered by this Agreement must have been on pay status their normal workday before or their normal workday following the holiday; provided, however, employees returning from unpaid leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

9.3 Employees who are regularly scheduled to work on a holiday shall be paid for the holiday at their regular straight-time rate of pay and, in addition, they shall receive either one and one-half (1½) times their straight-time rate of pay for the hours worked

or, with mutual agreement between the affected employee and the City, one and one-half (1½) times the hours worked (compensatory time) to be taken off at another date. For purposes of this Section, regularly scheduled shall be defined as forty-eight (48) hours' advance notice. In instances where forty-eight (48) hours' advance notice is not provided to an employee, said employee will be entitled to pay or compensatory time at two (2x) times the straight-time rate of pay for hours worked on the holiday in addition to the straight-time rate of pay for the holiday.

There shall be no pyramiding of holiday premium pay and overtime pay.

9.4 A Personal Holiday shall be used during the calendar year as a regular holiday, in eight (8) hour increments or a pro-rated equivalent for part time employees. Use of a Personal Holiday shall be requested in advance per existing division policy. When a Personal Holiday has been approved in advance and is later canceled by the City with less than a thirty (30) day advance notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay pursuant to Section 9.3 for all time worked on the originally scheduled Personal Holiday.

9.5 For employees who work a four (4) day, forty (40) hour workweek the following shall apply:

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

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

ARTICLE 10 – SICK LEAVE AND BEREAVEMENT LEAVE

10.1 Sick Leave - Sick leave shall be defined as paid time off from work for a qualifying reason under Article 14.1 of this Agreement. Employees covered by this Agreement shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not to exceed forty (40) hours per week. If an employee's overall accrual rate falls below the accrual rate required by Seattle Municipal Code Chapter 14.16, Paid Sick and Safe Time Law ("Chapter 14.16"), the employee shall be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of Chapter 14.16. New employees entering City service shall not be entitled to use sick leave with pay during the first thirty (30) days of employment but shall accrue sick leave credits during such thirty (30) day period. An employee is authorized to use paid sick leave for hours that the employee was scheduled to have worked for the following reasons:

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

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

C. Absences that qualify for leave under the Domestic Violence Leave Act, chapter 49.76 RCW.

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

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

Sick leave used for the purposes contemplated by Article 10.1.D and 10.1.E must end no later than the first anniversary of the child's birth or placement.

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

10.3 Unlimited sick leave credit may be accumulated.

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

10.5 Change in position or transfer to another City department shall not result in a loss of accumulated sick leave. Regular or benefits eligible temporary employees who are reinstated or rehired within 12 months of separation in the same or another department after any separation, including dismissal for cause, resignation, or quitting, shall have unused accrued sick leave reinstated as required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210.

10.6 In order to receive paid sick leave for reasons provided in Article 10.1.A – 10.1.E, an employee shall be required to provide verification that the employee's use of paid sick leave was for an authorized purpose, consistent with Seattle Municipal Code Chapter 14.16 and other applicable laws such as RCW 49.46.210. However, an employee shall not be required to provide verification for absences of less than four consecutive days.

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

A. When suspended or on leave without pay and when laid off or on other non-pay status;
B. When off work on a holiday;
C. When an employee works during the employee's free time for an employer other that the City of Seattle and the employee's illness or disability arises therefrom.

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

10.9 Prompt Notification - The employee shall promptly notify the immediate supervisor, by telephone or otherwise, on the first day off due to illness and each day thereafter unless the employee believes the absence will last for more than one (1) day, in which case notification on the employee's first day off will include an expected date of return. The employee shall advise the supervisor of any change in expected date of return. If an employee is on a special work schedule, particularly where relief replacement is necessary when they are absent, the employee shall notify the immediate supervisor as far as possible in advance of the scheduled time to report to work.

10.10 Notification While on Paid Vacation or Compensatory Time Off - If an employee is injured or is taken ill while on paid vacation or compensatory time off, the employee shall notify the employee's department on the first day of disability that they will be using paid sick leave. However, if it is physically impossible to give the required notice on the first day, notice shall be provided as soon as possible. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, may be required for absences greater than three continuous days.

10.11 Filing Application - Unless there are extenuating circumstances, the employee shall submit the required application for sick leave pay within sixteen (16) working hours after the employee's return to duty. However, if the employee is absent because of illness or injury for more than eighty (80) working hours, the employee shall then file an application for an indefinite period of time. Each supervisor and crew chief shall obtain the necessary forms provided by the Seattle Department of Human Resources and make them available to the employee.

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

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

10.14 Rate of Pay for Sick Leave Used - An employee who uses paid sick leave shall be compensated at the straight-time rate of pay as required by Seattle Municipal Code 14.16, and other applicable laws, such as RCW 49.46.210. For example, an employee who misses a scheduled night shift associated with a graveyard premium pay is entitled to receive the premium for those hours missed due to sick leave. For employees who use paid sick leave hours that would have been overtime if worked, the City will apply requirements of Seattle Municipal Code 14.16 and applicable laws such as RCW 49.46.210.

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

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

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

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

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

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

10.17 Paid Family Care Leave – SMC 4.29, which includes "Bea's Law" is here by incorporated by referent into this agreement.

10.18 Shared Sick Leave Pool - The City will standardized the current sick leave transfer ("donation") program across all City departments through the following actions:

Standardization of:

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

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

this Agreement and to meet no less than monthly on the standardization process beginning in the month following the initial convening of the LMC.

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

Supplemental Leave Pay Utilization Process

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

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

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

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

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

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

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

ARTICLE 11 – EMERGENCY, SABBATICAL AND OTHER LEAVES OF ABSENCE

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

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

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

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

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

11.2 Sabbatical Leave - Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Seattle Municipal Code, Chapter 4.33 and Article 12.2.B.

11.3 Military Deployment - Regular employees covered by this Agreement shall be eligible for a wage supplement when mobilized by the United States Armed Forces as provided for by City of Seattle Ordinance 124664.

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

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

ARTICLE 12 – RETIREMENT AND VEBA

12.1 Pursuant to City Ordinance as cited in the Seattle Municipal Code, eligible employees shall be covered by the Seattle City Employees Retirement System (SCERS).

12.1.1 Effective January 1, 2017, consistent with Ordinance No. 78444, as amended, the City shall implement a defined benefit plan, SCERS II, for employees hired on or after January 1, 2017.

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

12.3 Contributions from Unused Paid Time off at Retirement

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

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

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

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

   Following any required VEBA contribution from a member's unused sick leave, the remaining balance will be forfeited; members may not contribute any portion of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan or receive cash.

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

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

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

12.4 ACTIVE VEBA

Contributions from Employee Wages (all active employees in bargaining unit)

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

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

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

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

ARTICLE 13 – HEALTH CARE, DENTAL CARE, LONG-TERM DISABILITY, AND LIFE INSURANCE

13.1 Effective January 1, 2023, the City shall provide medical, dental, and vision plans (with Kaiser Permanente Standard, Kaiser Permanent Deductible, Aetna Traditional, Aetna Preventive and Delta Dental of Washington as self-insured plans, and Dental Health Services, and Vision Services Plan) for all regular employees (and eligible dependents) represented by Unions that are a party to the Memorandum of Agreement established to govern the plans. For calendar years 2024, 2025 and 2026, the selection, addition, and/or elimination of medical, dental, and vision benefit plans, and changes to such plans shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

A. An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 13.1 or similar programs as determined by the Labor-Management Health Care Committee.

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

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

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

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

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

13.7 Long-Term Disability - The City shall provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The City will pay the full monthly premium cost of a Base Plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollars ($667) base monthly wage. Employees may purchase through payroll deduction, an optional Buy-Up Plan with a ninety (90) day elimination period, which insures sixty percent (60%) for the remainder of the employee's base monthly wage (up to a maximum of eight thousand, three hundred and thirty-three dollars ($8,333) per month). Benefits may be reduced by the employee's income from other sources as set forth in the Plan Description. The provisions of the plan shall be further and more fully defined in the Plan Description issued by the Standard Insurance Company.

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

13.9 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2015 for the Base Plan, but not to exceed the maximum limitation on the City's premium obligation per calendar year as set forth within Section 13.3.

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

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

13.12 Labor-Management Health Care Committee - Effective January 1, 1999, a Labor-Management Health Care Committee shall be established by the parties. This Committee shall be responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall decide whether to administer other City-provided insurance benefits.

ARTICLE 14 – INDUSTRIAL INJURY OR ILLNESS

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

14.2 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to the employee's sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted; provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no-pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then: (1) any accrued sick leave or vacation leave utilized due to absence of the employee from their regular duties, as provided for in this Section shall be reinstated, and the employee shall be paid in accordance with Section 14.1, which provides payment at the eighty percent (80%) rate; or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 14.1.

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

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

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

such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation Unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

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

14.6 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay, but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 14.1. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 14.1.

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

14.8 Sick leave shall not be used for any disability herein described except as allowed in Section 14.2.

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

14.10 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

ARTICLE 15 – EMPLOYEE RIGHTS, SHOP STEWARD RESPONSIBILITIES, AND UNION BUSINESS

15.1 The City and the Union agree that they will not discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, gender identity, veteran status, political ideology, creed, religion, ancestry, or national origin; Union activities; or the presence of any sensory, mental or physical disability, unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the City.

Disputes involving this section of this Article may be processed through an appropriate agency and/or the third step of the grievance procedure, but shall not be subject for arbitration. Use of the grievance procedure may precede the initiation of any other official action involving such a dispute.

15.2 Words denoting gender in this agreement are intended to apply equally to either sex.

15.3 The Staff Representative of the Union may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit their activities during such investigations for a reasonable period of time and to matters relating to this Agreement. City work hours shall not be used by employees or Union Representatives for the conduct of Union business or the promotion of Union affairs.

15.4 The Union shall have the right to appoint a steward at any location where members are employed under the terms of this Agreement. The department shall be furnished with the names of stewards so appointed. Immediately after appointment of its Shop Steward(s) and Local Union Officer(s) who may serve as Stewards, the Union shall furnish the Director of Labor Relations with a list of those employees who have been designated as Shop Stewards and Local Union Officer(s) who may serve as Stewards. Said list shall be updated as needed. The Steward shall see that the provisions of this Agreement are observed, and they shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay. This shall include keeping the Union informed of matters relating to the Agreement and the processing of grievances relating to alleged violations, but not include processing grievances at Step 4 of the grievance procedure enumerated in Article 5 of this Agreement. When a Steward is processing a grievance, arrangements must be made with the supervisor of the Steward for time away from the job. It is understood that all other Steward activities are to be conducted on the Stewards own time (before or after work, rest breaks, lunch).

15.5 Any charges by management that indicate that a Shop Steward or Local Union Officer is spending an unreasonable amount of time performing the aforementioned duties shall be settled at the lowest level possible. If these matters are unable to be settled at the Department level, they may be referred to the Director of Labor Relations or a designee for discussions with the Union's Staff Representative. The Staff Representative shall

assume the responsibility of communicating to the Shop Steward or Local Union Officer any concerns or expectations resulting from the above discussions with the Director of Labor Relations or a designee.

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

(1) Grant the employee's request, or

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

City Light employees located at the Skagit will be permitted forty-eight (48) hours, from the time the request is made to the City, to obtain Union representation.

15.6.1 In construing this Section, it is understood that:

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

(2) The City may cancel a scheduled interview at any time. The City will make its best effort to notify the parties of canceled interviews.

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

(4) The employee must make arrangements for Union representation when a request for representation is granted. The investigatory interview must be held within a reasonable period of time following the employee’s request for representation.

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

15.7 The City shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining units for posting:

A. Union bulletins regarding scheduled business and social meetings.
B. Information concerning Union elections and the results thereof.
C. Reports of official business.

Union bulletin board space shall not be used for notices that are political in nature. All material posted shall be officially identified as Washington State Council of County and City Employees, Local 21Z.

15.8 Personnel File - The employees covered by this Agreement may examine their personnel files in the departmental Personnel Office in the presence of the Personnel Officer or a designated supervisor. In matters of dispute regarding this section, no other personnel files will be recognized by the City or the Union except that supportive documents from other files may be used. Materials to be placed into an employee's personnel file relating to job performance or personal conduct or any other material that may have an adverse effect on the employee's employment shall be reasonable and accurate and brought to their attention with copies provided to the employee upon request.

In accordance with RCW 49.12.250, employees shall be given an opportunity to provide a written response to any written evaluations, disciplinary action or any other material to be included in the personnel file.

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

15.9 Employee Participation in Collective Bargaining - The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective January 24, 2007, employees who participate in bargaining as part of the Union's bargaining team during the respective employee's work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

1. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall not be applicable to this provision;
2. No more than an aggregate of one hundred (150) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision.
3. If the aggregate of one hundred (150) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.

ARTICLE 16 – WORK OUTSIDE OF CLASSIFICATION

16.1 Work out of class is a management tool, the purpose of which is to complete essential public services whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a position. When the duties of a higher-paid position are clearly outside the scope of an employee's regular classification for a period of three (3) hours or longer in any one (1) work week, the employee shall be paid at the out-of-class rate while performing such duties and accepting such responsibility. The out-of-class rate shall be determined in the same manner as for promotion and shall be paid for only actual hours worked. "Proper authority" shall be a supervisor who has been designated the authority by a manager or director directly above the position that is being filled out of class and who has budget management authority of the work unit. The City has the sole authority to direct its supervisors as to when to assign employees to a higher class. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months for any one position. The six (6) month period may be exceeded under the following circumstances: (1) when a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) when a position is scheduled for abrogation; or (4) a position is encumbered (an assignment in lieu of a layoff; e.g., with the renovation of the Seattle Center Coliseum). When such circumstances require that an out-of-class assignment be extended beyond six (6) months for any one position, the City shall notify the Union or Unions that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out of class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good-faith basis.

16.1.1 When an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2,088 hours) of actual service, they will receive one step increment in the higher paid title; provided that they have not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class that were properly paid per Article 16.1 of this Agreement, shall apply toward salary step placement if the employee's position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

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

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

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

16.4 An employee who is temporarily unable to perform the regular duties of the employee's classification due to an off-the-job injury or illness may opt to perform work within a lower-paying classification dependent upon the availability of such work and subject to the approval of the Employer. The involved employee shall receive the salary rate for the lower class that, without increase, is nearest to the salary rate to which such employee was entitled in the higher class. The Union shall be provided a copy of correspondence to an employee concerning anticipated application of this Section.

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

ARTICLE 17 – HOURS OF WORK AND OVERTIME

17.1 Eight (8) hours within nine (9) consecutive hours shall constitute a workday, and five (5) consecutive days within seven (7) consecutive days shall constitute a workweek of forty (40) hours. Work schedules shall normally consist of five (5) consecutive days followed by two (2) consecutive days off, except for relief shift assignments, 4/10 work schedules, and other special schedules.

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

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

17.4 Where work conditions require continuous staffing throughout a work shift for thirty (30) consecutive days or more, the City will provide advance notice per Section 17.21.B and may, in lieu of the meal period and rest periods provided in Sections 17.2 and 17.3, provide a working meal period and working rest periods during working hours without a loss in pay so that such periods do not interfere with ongoing work requirements.

For periods of less than thirty (30) days, a continuous eight (8) hour shift may be implemented by mutual agreement of the appointing authority or designee and the Union Staff Representative, subject to the advance notice provision of Section 17.21.C. The appointing authority designee shall be at the level of at least a division director.

17.5 When management deems it necessary, work schedules may be established other than the normal Monday through Friday schedule; provided, however, that where work weeks other than the basic departmental work week schedules in force on the effective date of this Agreement are deemed necessary, the change(s) and reason therefore shall be provided to the Union. At least forty-eight (48) hours' advance notice shall be afforded the Union and employees covered by this Agreement when shift and schedule changes are required by their supervisor. In instances where forty-eight (48) hours' advance notification is not provided to an employee, the employee shall be compensated at the overtime rate of pay for the first shift worked under the new schedule.

17.6 All work performed in excess of eight (8) hours in any workday (except for those employees who work a four (4) day, forty (40) hour work week) or forty (40) hours in any work week shall be considered as overtime. Such overtime work shall be paid for at the rate of two (2) times the employee's regular straight-time rate of pay or, by mutual consent between the employee and the employee's supervisor, compensated for by compensatory time off at the applicable overtime rate and in such a manner so as not to conflict with the Fair Labor Standards Act (FLSA). An appointing authority, or designee, may set a maximum level of compensatory time to be accrued at any one time and may set policy and develop procedures for scheduling and approval of compensatory time off.

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

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

Discussion of a department's compensatory time policies and procedures shall be a proper subject for discussion in a labor-management meeting if requested by the Union.

17.7 Regular full-time crew chiefs working in their title shall have the first right of refusal for scheduled overtime within their work title prior to assignment of overtime to an out-of-class employee, provided that the overtime work is within their same work unit and shift and will not impact job continuation.

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

Example:

Zero (0) minutes to two (2) hours = 4 hours' straight-time pay; two and one-half (2 ½) hours = 5 hours' straight-time pay; four (4) hours = 8 hours' straight-time pay.

17.9 Definition of an Emergency Call Back - A Call Back shall be defined as a circumstance where an employee has left the work premises at the completion of their regular work shift and is required to report back to work prior to the start of the employee's next regularly scheduled work shift. An employee who is called back to report to work before the commencement of the employee's regular work shift shall be compensated in accordance with the Call Back provisions of this Labor Agreement; provided, however, in the event an employee is called back to report to work within two (2) hours from the starting time of the employee's next regularly scheduled work shift, the employee shall be compensated at the overtime rate of pay for only those hours

immediately preceding the start the employee's next regularly scheduled work shift, and the Call-Back provision shall not apply.

17.10 Extended Emergency Situations - In extended emergency situations, without prior notice, City Departments may switch to two (2) twelve (12)-hour shifts until the emergency is resolved.

17.11 Standby Duty - Whenever an employee covered by this Agreement is placed on standby duty by the City, the employee shall call within 15 minutes after being paged and, when necessary, return immediately to work. Employees who are placed on standby duty by the City shall be paid at the rate of ten percent (10%) of the straight-time hourly rate of pay listed in Appendix A for all hours assigned.

If an employee is required to return to work while on standby duty, the standby pay shall be discontinued for the actual hours on work duty, and compensation shall be provided in accordance with Article 17.8 above.

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

17.13 Meal Reimbursement - When an employee is specifically directed by the City to work two (2) hours or longer on the beginning or end of the employee's normal eight (8) hour work shift away from their place of residence or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from their place of residence as a result of such additional hours of work, the employee shall be reimbursed for the "reasonable cost" of such meal in accordance with Seattle Municipal Code (SMC) 4.20.325. In order to receive reimbursement, the employee must furnish the City with a dated original itemized receipt indicating the time of the meal no later than end of the following pay period; otherwise, the employee shall be paid a maximum Twenty Dollars ($20.00).

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

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

B. In determining "reasonable cost," the following shall also be considered:
   1. The time period during which the overtime is worked; and
   2. The current Runzheimer Meal – Lodging Cost Index.

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

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

17.14 When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to the employee's normal eight (8) hour work shift, said employee shall be eligible for meal reimbursement pursuant to Sections 17.13, 17.14, and 17.15; provided, however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a maximum of Twenty Dollars ($20.00) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation.

17.15 Four-Day Work Week - It is hereby agreed that the City may, notwithstanding Section 17.1 and 17.6 of this Article, upon notice to the Union, implement a four (4)-day, forty (40)-hour work week affecting employees covered by this Agreement. In administering the four (4)-day, forty (40)-hour work week, the following working conditions (except as modified by Section 17.18) shall prevail:

A. Employee participation shall be on a voluntary basis;

B. Overtime shall be paid for any hours worked in excess of ten (10) hours per day or forty (40) hours per week;

C. Vacation benefits shall be accrued and expended on an hourly basis;

D. Sick leave benefits shall be accrued and expended on an hourly basis;

E. Holidays shall be granted in accordance with Article 9 of this Agreement;

F. The meal period shall commence no less than two (2) nor more than six and one-half (6 ½) hours from the beginning of the shift.

17.16 9/80 Work Schedule - It is hereby agreed that the City may, notwithstanding Sections 17.1 and 17.1.5 of this Article, upon notice to the Union, implement a 9/80 work schedule affecting employees covered by this Agreement. In administering the 9/80 work schedule, the following working conditions shall prevail:

A. Overtime shall be paid for any hours worked in excess of nine (9) hours per day or forty (40) hours per work week;

B. Holidays, bereavement/funeral leave, and emergency leave shall be granted in accordance with Article 9, Article 10 and Article 11 of this Agreement and shall be paid at eight (8) hours per incident. Employees may choose either unpaid leave, accrued paid leave, or, with prior written approval, may work an additional hour during the same work week of the holiday/leave day to cover the one (1) hour for each incident. The additional hour worked referenced in this later option shall not be subject to overtime under the provisions of this Agreement or shift differential pay, and shall be scheduled in such a manner as to not require overtime under the Fair Labor Standards Act.

C. The meal period shall commence no less than two (2) nor more than six (6) hours from the beginning of the shift.

17.17 Shift Pay: An employee who is scheduled to work not less than four (4) hours of the employee's regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premiums for all scheduled hours worked during such shift:

Effective January 1, 2023	SWING SHIFT	$1.25 per hour
....	GRAVEYARD SHIFT	$1.75 per hour

For a ten (10) hour shift, the above swing shift differential shall be due beginning at 2 p.m. or later.

With the exception of sick leave, the above shift premium shall not apply to vacation, holiday pay, funeral leave, or other paid leave benefit. Employees who miss an assigned shift for which they would have received a shift premium, shall be entitled to use sick leave as provided in Section 10.16 of this Agreement.

17.18 Overtime shall be computed from the employee's base pay and shall not include the shift premium pay. However, an employee assigned to work one of these shifts on an overtime basis shall be paid the premium pay in addition to the overtime pay if actual overtime work continues for four (4) hours or more.

In no event shall shift premium pay be due employees who work overtime as an extension of their regular shift or on a call-out basis if not being assigned to work in one of the positions normally scheduled for swing or graveyard shift.

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

17.20 Language Premium - Upon ratification of this Agreement by both Parties, employees assigned to perform bilingual, interpretive and/or translation services for the City shall receive a $200 per month premium pay. The City shall ensure employees providing language access services are independently evaluated and approved. The City may review the assignment annually and may terminate the assignment at any time.

17.21 Scheduling Changes

A. Definitions - For the purpose of this section the following definitions shall apply:
   a. Work Schedule – This is an employee's assigned workdays, work shift, and days off.
   b. Workday – This is an employee's assigned day(s) of work.
   c. Work Shift – This is an employee's assigned hours of work in a workday.
   d. Days Off – This is an employee's assigned non-working days.

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

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

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

ARTICLE 18 – TRANSFERS, VOLUNTARY REDUCTION, LAYOFF, AND RECALL

18.1 Transfer - The transfer of an employee shall not constitute a promotion except as provided in Section 18.1.2E.

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

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

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

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

C. Transfer, in lieu of layoff, may be made to a position in the same class to a different department upon showing that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced. The employee subject to layoff shall have this opportunity to transfer, provided there is no one on the Reinstatement Recall List for the same class for that department. If there is more than one employee eligible for transfer, in lieu of layoff, in the same job title, the employee names shall be placed on a Layoff Transfer List in order of job class seniority. Eligibility to choose this opportunity to transfer is limited to those employees who have no rights to other positions in the application of the layoff language herein including Section 18.7.

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

An employee on the Layoff Transfer List who is not placed in another position prior to layoff shall be eligible for placement on the Reinstatement Recall List pursuant to Section 18.8.

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

E. Transfer, in lieu of layoff, may be made to a single position in another class when such transfer would constitute a promotion or advancement in the service, provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced and when transfer in lieu of layoff under Section 18.1.2D is not practicable;

F. The Seattle Human Resources Director may approve a transfer under Section 18.1.2A, B, C, D, or E with the consent of the appointing authority of the receiving department only, upon a showing of the circumstances justifying such action;

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

18.2 Employees transferred pursuant to the provisions of Section 18.1.2 shall serve probationary and/or trial service periods as may be required in Article 20, Sections 20.15; 20.16; 20.17; and 20.18.

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

18.3.1 The employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 18.9. Upon a showing, concurred in by the appointing authority that the reason for such voluntary reduction no longer exists, the Seattle Human Resources Director may restore the employee to the employee's former status.

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

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

18.5 Employees within a given class in a department shall be subject to lay off in accordance with the following order:

A. Interim appointees;

B. Temporary or intermittent employees not earning service credit;

C. Probationary employees*;

D. Trial service employees (who cannot be reverted in accordance with Section 20.7)*; or

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

*(except as their layoff may be affected by military service during probation).

18.6 However, the City may lay off out of the order described above for one or more of the following reasons:

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

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

18.7 At the time of layoff, a regular employee or a trial service employee (per Section 18.4.1) shall be given an opportunity to accept reduction (bump) to the next lower class in the series from which the employee is being laid off, provided said employee has successfully completed a probation or trial service period in the lower class in the employee's department or the employee may be transferred as provided in Section 18.1.2D. An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 18.9.

18.8 Recall - The names of regular, trial service, or probationary employees who have been laid off shall be placed upon a Reinstatement Recall List for the same class and for the department from which laid off for a period of two (2) years from the date of layoff.

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

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

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

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

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

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

D. Regular employees laid off from the same classification in another City department and regular employees on a Layoff Transfer List. The regular employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Section 20.6 shall apply.

E. Trial service employees laid off from the same classification in another City department and trial service employees on a Layoff Transfer List. The trial service employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Section 20.6 shall apply.

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

18.8.4 The City may recall laid-off employees out of the order set forth within Section 18.8.5 upon showing by the appointing authority that the operating needs of the department require such experience, training, or skill. The Union will be notified of any recall out of order and be provided the reason for such decision.

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

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

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

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

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

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

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

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

1. Jury duty;

2. Disability incurred in line of service;

3. Illness or disability compensated for under any plan authorized and paid for by the City;

4. Service as a representative of a Union affecting the welfare of City employees;

5. Service with the armed forces of the United States, including, but not exceeding, twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

18.10 Service credit for purposes of layoff shall not be recognized for the following:

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

B. For any employment prior to a separation from the service other than by a resignation that has been withdrawn within sixty (60) days from the effective date of the resignation and bears the favorable recommendation of the appointing authority and is approved by the Seattle Human Resources Director;

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

ARTICLE 19 – SAFETY STANDARDS

19.1 All work shall be done in a competent manner and in accordance with the State of Washington Safety Codes and the City of Seattle Safety Rules and Policies.

19.2 Upon request of the Union, a department shall provide notice of the safety committees on which members of this bargaining unit are represented and the regularly scheduled meeting dates.

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

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

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

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

Recognizing the health and safety impacts of climate change to workers and the community, City Departments shall follow OSHA/WISHA guidelines and recommendations in order to create written worksite safety plans to prevent heat-related illness and ensure emergency preparedness for employees in the event of extreme outdoor heat.

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

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

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

ARTICLE 20 – PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

20.1 The following shall define terms used in this Article:

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

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

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

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

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

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

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

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

20.3 An employee shall become regular after having completed their probationary period unless the individual is dismissed under provisions of Section 20.4 and 20.5.

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

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

20.6 Trial Service Period - An employee who has satisfactorily completed the probationary period and who is subsequently appointed to a position in another classification shall serve a twelve (12) month trial service period, in accordance with Section 20.1.3.

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

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

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

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

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

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

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

20.13 Where an employee whose name is on a valid Reversion Recall list accepts employment with the City in another class or department, the employee's name shall be removed from the Reversion Recall List.

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

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

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

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

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

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

20.20 Nothing in this Article shall be construed as being in conflict with provisions of Article 18.

ARTICLE 21 – GENERAL CONDITIONS

21.1 Upon request of the Union, a labor-management meeting will be convened to discuss new vehicles or equipment assigned to be driven or operated by employees within the bargaining unit.

21.2 Upon request of the Union, a labor-management meeting will be convened to discuss employee requests for training, the available funding, and processes for job application and career advancement.

21.3 Identification Cards - Picture identification cards may be issued to employees by the City, and if so, shall be worn in a sensible, but conspicuous place on their person by all such employees or as reflected in the current practice of the department. Any such picture identification cards shall identify the employee by name, department and photograph, consistent with the practice of each department. The cost of replacing the card damaged due to normal wear and tear shall be borne by the City.

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

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

21.5 Flexcar Program - If the City intends to implement a flexcar program in a manner that would constitute a benefit for any employee(s) represented by a Union that is a member of the Coalition of City Unions, the parties agree to open negotiations to establish the elements of said program that are mandatory subjects of bargaining prior to program implementation.

21.6 Parking Past Practice - In exchange for all of the foregoing, the parties to the Memorandum of Understanding hereby acknowledge and affirm that a past practice shall not have been established obligating the City to continue to provide employee parking in an instance where employees were permitted to park on City property at their work location if the City sells the property, builds on existing parking sites, or some other substantial change in circumstance occurs. However, the City shall be obligated to bargain the impacts of such changes.

21.6.1 Commute Trip Reduction Parking Rates - Effective January 1, 2020, the City proposes to increase the Commute Trip Reduction ("CTR") parking benefit cost to the employee from $7.00 to $10.00.

21.7 Call back/Standby – Waste Water Collection Crew Chief - When a Drainage and Waste Water Collection Crew Chief is required to respond to a call out, the Crew Chief shall be paid the Waste Water Collection District Crew Chief rate of pay, for all hours worked, within a two (2) hour minimum.

When an above Crew Chief is on standby, the Crew Chief shall be paid ten percent (10%) of the District Crew Chief rate for all hours required in said standby position.

21.8 If the pay differential becomes less than four percent (4%) between the top step of a Crew Chief's rate of pay and the top step of the Crew Chief's subordinate line staff rate of pay, the Union may request a meeting with the City to discuss the rate of pay.

21.9 Seattle Department of Transportation - When employees in Street Maintenance Crew Chief and Street Maintenance Supervisor classifications represented by the Washington State Council of County and City Employees, AFSCME Local 21Z, perform the same body of work during the cleanup of an illegal encampment as employees in classifications represented by Public Service and Industrial Employees Local 1239, those employees shall receive "Encampment Pay" under the following terms and conditions:

1. Employees shall receive a premium pay of ten percent (10%) of their regular hourly wage in addition to their respective regular hourly wage rate for all hours assigned to sort and/or remove materials associated with illegal encampments.

2. The assignment of sorting and/or removing of materials associated with illegal encampments are additional duties that shall be assigned at the sole discretion of the appointing authority. As an additional duty, this work includes the physical removal of encampment materials at the encampment site, such as sorting, bagging, cleaning and removal of personal belongings. Such assignment does not include typical Crew Chief or Supervisor duties associated with an illegal encampment.

This provision shall be in effect when the City, in its sole discretion, posts an area with a "72-hour Notice and Order to Remove Personal Property", for the purpose of sorting and/or removing

materials associated with an illegal encampment and subsequently cleans the area. This shall not include postings providing notice that a removal has already occurred.

21.10 During the term of this Agreement, the City and the Union agree to enter into bargaining on impacts associated with the following:

A. Changes associated with revisions made to the Affordable Care Act (ACA).

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

21.11 Telecommuting - Nothing in this Article abridges the Employer's rights enumerated within this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The City or the bargaining unit member may terminate a telecommuting agreement, in writing, with a minimum advance notice of thirty (30) calendar days. When the City terminates a Telecommuting Agreement, the employee must receive written notification stating the reason(s) for the termination. Upon receiving written

notification of termination, the employee may appeal the termination of the schedule to the department head. The employee may have a union representation during an appeal meeting.

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

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

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

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

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

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

ARTICLE 22 – DISCIPLINARY ACTIONS

22.1 The City may discipline, suspend, demote, or discharge an employee for just cause.

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

A. Verbal warning, which shall be accompanied by a notation in the employee's personnel file;

B. Written reprimand;

C. Suspension;

D. Demotion; or

E. Discharge.

22.3 Coaching and counseling are deemed to be means of communicating and addressing performance deficiencies or behavioral problems to an employee and are not grievable.

22.4 Which disciplinary action is taken will depend upon the circumstances, including the seriousness of the employee's misconduct. The City maintains the right to take disciplinary action as it deems appropriate, which may include advancing to an appropriate step in the progressive discipline process to address major disciplinary offenses.

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

22.6 Discipline that arises as a result of a violation of workplace policies or City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence, shall not be subject to 22.5 above.

ARTICLE 23 – LABOR-MANAGEMENT CONFERENCE COMMITTEE

23.1 The City and the Union agree to convene a joint Conference Committee at the written request of either party to this Agreement. The Conference Committee shall consist of no more than three (3) representatives of each of the parties and shall include the Staff Representative of the Union or designee and the City of Seattle Director of Labor Relations or designee. When the issues to be discussed pertain to a single department, the other members of each party's committee shall be from the given department. Any increase in either party's committee members must be through mutual agreement of the parties. The purpose of the committee is to deal with matters of general concern to the Union and/or the City or a particular department, as opposed to individual complaints of employees; provided, however, it is understood that the Conference Committee shall function in a consultative capacity and shall not be considered a decision-making body. Either the Union representatives or the City representatives may initiate a discussion of any subject of a general nature affecting employees covered by this Agreement. All written requests for a committee meeting shall contain specific reasons for the meeting, including the subject(s) and the names of committee members.

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

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

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

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

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

ARTICLE 24 – SUBORDINATION OF AGREEMENT

24.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, state law, and the City Charter. When any provisions thereof are in conflict with the provisions of this Agreement, the provisions of said federal law, state law, or City Charter are paramount and shall prevail.

24.2 It is also understood that the parties hereto and the employees of the City are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE 25 – SAVINGS CLAUSE

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

ARTICLE 26 – ENTIRE AGREEMENT

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

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

ARTICLE 28 – TERM OF AGREEMENT

27.1 This Agreement shall become on January 1, 2023 and shall remain in effect through December 31, 2026. Written notice must be served by both parties of their intent to terminate or modify this Agreement at least ninety (90) but not more than one hundred and twenty (120) days prior to December 31, 2026. Any modifications requested by either party shall be presented at the parties' first meeting, and any modifications requested at a later date shall not be subject to negotiations, unless mutually agreed upon by both parties.

Signed this 18 day of April, 2024.
Executed under authority of Ordinance No. 120757.

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL 21Z	CITY OF SEATTLE
Michael Rainey, President/Executive Director	Bruce Harrell, Mayor
Mario Caoile, Local 21-Z President	Shaun Van Eyk, Labor Relations Director

APPENDIX A
ANNUAL WAGE INCREASES

These rates listed below are illustrative of the increases provided for in Sections 7.2, 7.3, and 7.4 of this Agreement. Any discrepancies shall be governed by Sections 7.2, 7.3, and 7.4.

Section 1.1 Hourly Rates-Effective January 4, 2023:

	Step 1	Step 2	Step 3	Step 4
Constr&Repair CC	41.69	43.24	45.07	
Disposal CC I	42.39	44.22	45.81	
Disposal CC II	45.51	47.20	49.01	
Drainage&Wstwtr Coll CC	46.73	48.49	50.58	52.92
Street Maint CC	41.69	43.24	45.07	
Street Maint Supv	45.07	46.71	48.60	
Street Paving CC	42.39	44.22	45.81	
Wstwtr Coll District CC	49.59	51.43	53.46	

Section 1.2 Hourly Rates Effective January 3, 2024:

	Step 1	Step 2	Step 3	Step 4
Constr&Repair CC	43.56	45.18	47.09	
Disposal CC I	44.30	46.21	47.87	
Disposal CC II	47.55	49.32	51.22	
Drainage&Wstwtr Coll CC	50.11	52.00	54.24	56.75
Street Maint CC	43.56	45.18	47.09	
Street Maint Supv	47.09	48.82	50.79	
Street Paving CC	44.30	46.21	47.87	
Wstwtr Coll District CC	51.82	53.74	55.86	

Section 1.3 Hourly Rates Effective January 4, 2025

Effective January 4, 2025, employees base wages will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%).

Section 1.4 Hourly Rates Effective January 10, 2026

Effective January 10, 2026, employees base wages will be increased one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

APPENDIX B

The following MOU attached hereto as Appendix B and signed by the City of Seattle and Local 77 ("Parties"), is adopted and incorporated as an Appendix to this Agreement to address certain matters with respect to membership and payroll deductions after the U.S. Supreme Court's decision in Janus v. AFSCME. The Agreement is specific and limited to the content contained within it. Nothing in the MOU is intended, nor do the Parties intend, for the MOU to change the ability to file a grievance on any matter of dispute which may arise over the interpretation or application of the collective bargaining agreement itself. Specifically, nothing in the MOU is it intended to prevent the filing of a grievance to enforce any provision of Article 3, Union Membership and Dues. Any limitations on filing a grievance that are set forth in the MOU are limited to actions that may be taken with respect to the enforcement of the MOU itself, and limited specifically to Section B of the MOU. The Parties agree that the attached MOU shall last through the term of this Agreement, December 31, 2022.

Section A of the MOU has been incorporated into the collective bargaining as Article 4 – Union Membership and Dues.

MEMORANDUM OF UNDERSTANDING

By and Between

THE CITY OF SEATTLE
and
COALITION OF CITY UNIONS

(Amending certain collective bargaining agreements)

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

This Coalition of City Unions for the purpose of this Memorandum of Understanding (MOU) shall include the following individual Unions, provided that the named Unions are also signatory to this MOU: the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 104; the International Union of Painters and Allied Trades District Council#5; the Inlandboatmen's Union of the Pacific; Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 11 7; the International Brotherhood of Electrical Workers, Local 46; the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32; the International Brotherhood of Teamsters, Local 763; the International Union of Operating Engineers, Local 286; the UNITE Hotel Employees & Restaurant Employees, Local 8; the Public Service & Industrial Employees, Local 1239; the Washington State Council of County and City

Employees, Local 21; the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, Local 15; the Sheet Metal Workers International Association, Local 66; the Seattle Municipal Court Marshals' Guild; the Pacific Northwest Regional Council of Carpenters; the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289; the Seattle Parking Enforcement Officers Guild; the Seattle Police Dispatchers' Guild; the Seattle Police Management Association; and the Seattle Police Officers' Guild.

Background

In June of 2018, the United States Supreme Court issued the *Janus v. AFSCME* decision. In response to this change in circumstances, this Coalition of City Unions issued demands to bargain regarding the impacts and effects of the *Janus v. AFSCME* Supreme Court decision. Included in the Parties collective bargaining agreements is a subordination of agreement clause that in summary states, It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, City Charter, and state law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal law, City Charter, or state law are paramount and shall prevail.

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

Agreements

Section A. Amended Union Dues and Membership Language

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

Article X - Union Engagement and Payroll Deductions

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

The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit. The Union and a shop steward/member leader will have at least thirty (30) minutes

with such individuals during the employee' s normal working hours and at their usual worksite or mutually agreed upon location.

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

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

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

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

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

The Parties further agree:

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

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

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

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

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

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

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

SIGNED this_____day of_____2018.

Executed under the
Authority of Ordinance
No. __ __ __ __

FOR THE CITY OF SEATTLE:

Jenny A. Durkan,
Mayor

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

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

SIGNATORY UNIONS:

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

Natalie Kelly, Business Representative
HERE, Local 8

Andrea Friedland, Business Representative
IATSE, Local 15

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

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

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

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

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

Kurt Swanson, Business Representative
UA Plumbers and Pipefitters Local 32

Janet Lewis, Business Representative
IBEW, Local 46

Kal Rohde, Business Representative
Sheet Metal Workers, Local 66

Brian Self, Business Representative
Boilermakers Union, Local 104

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

Mike Bolling, Business Representative
IU Operating Engineers, Local 286

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

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

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

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

Dave Quinn, Business Representative
Pacific Northwest Regional Council of Carpenters

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

Michael Cunningham, President
Seattle Police Dispatchers' Guild

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

Scott Bachler, President
Seattle Police Management Association

Kevin Stuckey, President
Seattle Police Officers' Guild

Brandon Hemming, Business Representative
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Seattle Municipal Court Marshals' Guild
IUPA, Local 600

Michael Cunningham, President
Seattle Police Dispatchers' Guild

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

Scott Bachler, President
Seattle Police Management Association

Kevin Stuckey, President
Seattle Police Officers' Guild

APPENDIX C

LETTER OF AGREEMENT

BETWEEN

THE CITY OF SEATTLE

And

THE COALITION OF CITY UNIONS

WORK/LIFE SUPPORT COMMITTEE

The City of Seattle and the Coalition of City Unions agree to enter into the following Memorandum of Agreement to create and address certain topics at a Work/Life Support Committee. The terms of the Letter of Agreement are as follows:

1) **Purpose.** The Work/Life Support Committee ("WLSC") shall be a City-wide labor management committee to promote an environment for employees that supports and enhances their ability to meet their responsibilities as employees of the City of Seattle and support their work/life balance. The WLSC may provide recommendations to the Mayor and City Council on programs and policies that further support work/life balance.

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

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

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

5) **Additional Resources.** The WLSC may establish subcommittees that include other department representatives and/or subject matter experts. These subcommittees shall conform with rules established by the WLSC.

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

This Letter of Agreement shall become effective only as part of the overall ratified agreement on, and only during the term of, the Collective Bargaining Agreement.

FOR THE CITY:

Jana Sangy Date
Director of Labor Relations

FOR THE COALITION OF CITY 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

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

Ed Stemler, General Counsel
WSCCCE, Council 2, Local 21-PA Assistant City Prosecutors

Kurt Swanson, Business Representative
UA Plumbers and Pipefitters, & Waterworks, 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 302

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

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

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

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

Dave Quinn, Business Representative
Pacific Northwest Regional Council of Carpenters

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

Cory Ellis, President
Seattle Police Dispatchers' Guild

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