AGREEMENT BY AND BETWEEN THE CITY OF SEATTLE / MUNICIPAL COURT AND SEATTLE MUNICIPAL COURT MARSHALS' GUILD

Effective January 1, 2023 through December 31, 2026

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AGREEMENT

by and between

THE CITY OF SEATTLE / MUNICIPAL COURT

and

SEATTLE MUNICIPAL COURT MARSHALS' GUILD

PREAMBLE

THIS AGREEMENT is between the CITY OF SEATTLE/MUNICIPAL COURT (hereinafter called the Employer) and SEATTLE MUNICIPAL COURT MARSHALS' GUILD (hereinafter called the Guild) for the purpose of setting forth the mutual understanding of the parties regarding wages and other conditions of employment of those employees in classifications for whom the Employer has recognized the Guild as the exclusive collective bargaining representative.

Aspects of employment at Seattle Municipal Court that are related to wages and wage-related benefits are within the legal authority of the City of Seattle. Aspects of employment at Seattle Municipal Court that are not related to wages and wage-related benefits are within the legal authority of Seattle Municipal Court.

Language contained herein, are negotiated in accordance with the Coalition of City Unions. Some references may refer to "guild" or "union." These references are intended to be inclusive of the SEATTLE MUNICIPAL COURT MARSHAL'S GUILD unless the specific reference makes it clearly inapplicable.

ARTICLE 1 - NON-DISCRIMINATION

1.1 Neither the Employer nor the Guild will unlawfully discriminate against any employees with respect to compensation or terms and conditions of employment because of race, color, creed, religion, national origin, age, sex, marital status, veteran status, gender identity, sexual orientation, Association membership, or the presence of any disability, unless based on a bona fide occupational qualification reasonably necessary to the normal performance of duties.

ARTICLE 2 - RECOGNITION AND BARGAINING UNIT

2.1 The Employer recognizes the Guild as the exclusive collective bargaining representative of the collective bargaining unit described in decisions(s) emanating from Washington State Public Employment Relations Commission Case No. 14080-E-98-02353. The final decision from the Commission will be binding upon the parties.

2.2 It is fully understood by both parties that in reaching this Agreement neither party has waived its arguments before the Public Employment Relations Commission relative to the inclusion or exclusion of certain classifications or positions within the bargaining unit petitioned for under PERC Case No. 14080-E-98-02353.

2.3 It is understood that neither party will use this Agreement in any way or in any proceedings to corroborate its position relative to the aforementioned PERC case. Both parties agree that this Agreement sets no precedent for purposes of determining the scope of the bargaining unit being contested under PERC Case No. 14080-E-98-02353.

ARTICLE 3 - RIGHTS OF MANAGEMENT

3.1 The management of the Seattle Municipal Court and the direction of the work force are vested exclusively in the Employer, except as may be limited by an express provision of this Agreement.

3.2 Except where limited by an express provision of this Agreement, the Employer reserves the right to manage and operate the Municipal Court at its discretion. A nonexclusive listing or examples of such rights include the right:

A. To recruit, hire, assign, transfer, promote, discipline, or discharge employees;

B. To determine the methods, processes, means and personnel necessary for providing services of the Municipal Court, including the increase or diminution or change of operations, the introduction of any new, improved, automated methods or equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties, and the combination or consolidation of jobs;

C. The right to set standards of work performance and to evaluate performance;

D. To determine hours of work, work schedules and the location of work assignments and offices;

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

Determination as to (1) or (2), above will be made by the Municipal Court Administrator, prior to approval by the Municipal Court Administrator to contract out work under this provision, the Guild will be notified thirty (30) days prior to the start of any new contract or as soon as the department is aware of the need to contract work. The Court will provide consistent and uniform contracting out notice from each Court department to the Guild. The Municipal Court Administrator will make available to the Guild upon request.

1. A detailed justification for the proposed contracting;

2. A labor force analysis demonstrating why the current workforce cannot complete the work;

3. The location where the work will be performed;

4. A description of the work to be contracted;

5. The estimated duration and amount of the contract;

6. The intended start date; and

7. The date the work must be completed, if applicable.

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

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

F. To temporarily assign employees to a specific job or position outside the bargaining unit for such purposes as peak workload demands; training; to fill-in for the absence of the Chief Marshal; emergency situations; and to accommodate injuries.

G. To maintain, administer, and modify, as deemed necessary, the Municipal Court Policies and Procedures;

H. To control the Municipal Court budget;

I. To determine rules relating to acceptable employee conduct;

J. To change, at any time, any work schedule/pay practice in which an employee, by action of the City, receives eight (8) hours' pay for less than eight (8) hours work, so as to require such an employee to work eight (8) hours per day for eight (8) hours' pay, or to pay such employee for the actual hours worked;

K. To determine the uniform required to be worn, as well as the vendors to be used for the purchase of uniforms;

L. To conduct inspections to insure employees report for duty in a full and presentable uniform.

3.3 The employer reserves the right to take whatever actions are necessary in emergencies to assure the proper functioning of the Municipal Court.

ARTICLE 4 - GUILD ENGAGEMENT AND PAYROLL DEDUCTIONS

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

4.2 The performance of this function is recognized as a service to the Guild by the City and the City will honor the terms and conditions of each worker's Guild payroll deduction authorization(s) for the purposes of dues deduction only. If an improper deduction is made, the Guild will refund directly to the Employer any such amount upon presentation of proper evidence thereof.

4.3 The Court will provide the Guild access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit.

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

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

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

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

4.7 The individual Guild meeting and NEO will satisfy the City's requirement to provide a New Employee Orientation Labor Organization Presentation under Washington State law.

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

4.9 **New Employee and Change in Employee Status Notification**: The City will notify the Guild with New Hire information as soon as possible but no later than the first day of work. The City will supply the Guild with the following:

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

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

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

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

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

4.13 The City will refer all employee inquiries or communications regarding Guild dues to the Guild.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.1 Any dispute between the Employer and the Guild or between the Employer and any employee covered by this Agreement concerning the interpretation, application, claim of breach, or violation of the express terms of this Agreement will be deemed a grievance.

An employee at any time may present a grievance to the City and have such grievance adjusted without the intervention of the Guild, if the adjustment is not inconsistent with the expressed terms of this Agreement and if the Guild has been given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance.

Those issues specified as a management right as listed in Article 3 - Rights of Management will not be a proper subject for the grievance procedure (unless otherwise noted) except that allegations of the exercise of those rights in an arbitrary and capricious manner may be processed through Step 3 of the grievance procedure below. Disciplinary actions will not be a proper subject for the grievance procedure except as provided for in Section 5.7.

The following outline of procedure is written as for a grievance of the Guild against the Employer, but it is understood the steps are similar for a grievance of the Employer against the Guild.

5.2 Every effort will be made to settle grievances at the lowest possible level of supervision with the understanding grievances will be filed at the step in which there is authority to adjudicate, provided the immediate supervisor is notified. Employees will be free from coercion, discrimination, or reprisal in seeking adjudication of their grievance.

5.3 Grievances processed through Step 3 of the grievance procedure will be heard during normal Employer working hours unless stipulated otherwise by the parties. Employees involved in such grievance meetings during their normal Employer working hours will be allowed to do so without suffering a loss in pay. No more than one (1) shop steward, other than the grievant, will attend the grievance meeting, except through prior approval of the Employer representative convening the meeting.

5.4 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

Failure by an employee and/or the Guild to comply with any time limitation of the procedure in this Article will constitute withdrawal of the grievance. Failure by the Employer to comply with any time limitation of the procedure in this Article will allow the Guild and/or the employee to proceed to the next step without waiting for the Employer to reply at the previous step, except that employees may not process a grievance beyond Step 3.

As a means of facilitating settlement of a grievance, either party may by mutual consent include an additional member on its committee.

5.5 A grievance will be processed in accordance with the following procedure:

Step 1 - A grievance will be verbally presented by the aggrieved employee or the employee and/or Shop Steward within twenty (20) business days of the alleged contract violation to the Chief Marshal. If requested by a shop steward or Guild representative, the Parties will convene a meeting. The Chief Marshal should consult and/or arrange a meeting with their supervisor(s) if necessary, to resolve the grievance. The parties agree to make every effort to settle the grievance at this stage promptly. The supervisor(s) will answer the grievance within ten (10) business days after being notified of the grievance. If the grievance was presented by the employee, the supervisor will also provide the Guild with notification of the response to the grievance.

Step 2 - If the grievance is not resolved as provided in Step 1, it will be reduced to written form, citing the section(s) of the Agreement allegedly violated, the nature of the alleged violation, and the remedy sought. The Guild President or their designee and/or aggrieved employee will then forward the written grievance to the Court Administrator with a copy to the City Director of Labor Relations within ten (10) business days after the Step 1 answer.

With Mediation

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

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

If the grievance is not resolved through mediation, the Court Administrator may convene a meeting within ten (10) business days after receipt of notification that the grievance was not resolved through mediation between the aggrieved employee, Shop Steward and/or Guild Representative, together with other department or Court personnel they may deem necessary. The City Director of Labor Relations or their designee may attend said meeting. Within ten (10) business days after the meeting, the Court Administrator will forward a reply to the Guild.

Without Mediation

The Court Administrator may convene a meeting within ten (10) business days after receipt of the grievance between the aggrieved employee, Shop Steward and/or Guild Representative, together with other department or Court personnel they may deem necessary. The City Director of Labor Relations or their designee may attend said meeting. Within ten (10) business days after the meeting, the Court Administrator will forward a reply to the Guild.

Step 3 - If the grievance is not resolved as provided in Step 2 above, the grievance will be reduced to written form, which will include the same information specified in Step 2 above and will be forwarded within ten (10) business days after receipt of the Step 2 answer to Step 3. Said grievance will be submitted by the Executive Director or their designee and/or aggrieved employee to the City Director of Labor Relations with copies to the Chief Marshal, the Court Administrator, the Presiding Judge, and the Court Human Resources Manager.

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

The Director of Labor Relations or their designee will investigate the grievance and, if deemed appropriate, they will convene a meeting between the appropriate parties. They will thereafter make a confidential recommendation to the Court Administrator and the Presiding Judge. The Presiding Judge will give the Guild an answer in writing ten (10) business days after receipt of the grievance or the meeting between the parties.

Step 4 - If the grievance is not settled at Step 3, either of the signatory parties to this Agreement may submit the grievance to binding arbitration.

Within thirty (30) calendar days of the Guild's receipt of the Employer's Step 3 response or the expiration of the Employer's time frame for responding at Step 3, the Guild may file a Demand for Arbitration with the City's Director of Labor Relations by certified mail with copies to the Chief Marshal, the Court Administrator, the Presiding Judge, and the Court Human Resources Manager.

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

Within ten (10) business days thereafter, the City's Director of Labor Relations or designee will schedule a meeting or confer with the Guild to determine who will arbitrate the dispute. The Chief Marshal will be notified of this meeting or other conference for this purpose. At this meeting, the Employer and the Guild may, through mutual agreement: (1) Select an arbitrator, either by mutual agreement or from a panel of arbitrators (if a panel of arbitrators has been established by the parties); or (2) Seek other method of resolution.

In the event the parties are unable to agree upon one of the above methods of selecting an arbitrator, or if the City's Director of Labor Relations or designee fails to timely schedule a meeting as is contemplated above, the Demand for Arbitration will be filed with the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration rules. The Demand for Arbitration must be filed within ten (10) business days of either the arbitrator selection meeting or the expiration of the ten (10) day period following the Director of Labor Relations' receipt of the Arbitration Demand. Copies of the arbitration demand will be forwarded also to the Chief Marshal, the Court Administrator, the Presiding Judge, and the Court Human Resources Manager.

When the Demand for Arbitration is filed with the American Arbitration Association, the arbitrator will be selected from a list obtained from the Association by its selection process.

Demands for Arbitration will be accompanied by the following information:

A. Identification of sections of the Agreement allegedly violated

B. Nature of the alleged violation

C. Remedy sought

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

1. The arbitrator will have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and their power will be limited to the interpretation or application of the express terms of this Agreement, and all other matters will be excluded from arbitration including those matters specifically excluded from this grievance and arbitration procedure.

2. The decision of the arbitrator will be final, conclusive and binding upon the Employer, the Guild, and the employee involved.

3. The cost of the arbitrator will be borne equally by the Employer and the Guild, and each party will bear the cost of presenting its own case.

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

5. Any arbitrator selected under Step 4 of this Article will function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.

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

5.7 Grievances involving discipline will not be a proper subject for consideration under the contract grievance and arbitration procedure found in Sections 5.4 and 5.5. Disciplinary grievances involving suspension, demotion, or termination of employment will be filed within fifteen (15) business days of written notice of the disciplinary action under the following procedure:

Step 1 - A discipline grievance will be filed in writing by the grieving employee and/or shop steward with the Chief Marshal, who will respond to the grievance in writing within fifteen (15) business days. The response will be mailed to the Guild with a copy given to the employee.

Step 2 - If the response provided in Step 1 does not resolve the grievance, the Guild may forward the grievance to the Director of Labor Relations with a copy to the Court Administrator within fifteen (15) business days after receipt of the Step 1 response and request a disciplinary review panel be convened to hear the grievance. If no such request is filed within fifteen (15) business days of the Guild's receipt of the response in Step 1, the grievance will be considered resolved.

The disciplinary review panel will consist of:

A. A representative of Municipal Court management who did not participate in the initiation or approval of the disciplinary action;

B. The City’s Director of Labor Relations or their designee who will serve as chairperson;

C. A panel member designated by the Guild;

D. The Human Resources Manager of the Court.

The panel will conduct an informal hearing and provide its findings and recommendations to the Court Administrator and the Presiding Municipal Court Judge within twenty (20) business days from the date the hearing was concluded. The panel will use Daugherty's seven tests of just cause as a standard to determine if the disciplinary action is firmly and fairly grounded. The Presiding Judge will make the final decision concerning the disciplinary action, which decision will not be further appealable.

5.8 Property Interest Discipline Grievance

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

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

C. Employment Status - Pursuant to City Charter and City ordinance at SMC 4.13, employees of the Municipal Court in the job classifications covered by this agreement are exempt from all provisions of the City Personnel Ordinance cited at SMC 4.04.

ARTICLE 6 - WORK STOPPAGES

6.1 The Employer and the Guild agree that the public interest requires the efficient and uninterrupted performance of all Employer services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of the Agreement, the Guild will not cause any work stoppage, strike, slowdown, or other interference with Employer functions by employees under this Agreement; and should same occur the Guild agrees to take appropriate steps to end such interference. Employees will not cause or engage in any work stoppage, strikes, showdown, or other interference with Employer functions for the term of this Agreement. Employees covered by this Agreement who engage in any of the foregoing actions will be subject to such disciplinary actions as may be determined by the Employer, including, but not limited to, the recovery of any financial losses suffered by the Employer.

ARTICLE 7 - CLASSIFICATIONS AND RATES OF PAY

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

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

Effective January 4, 2023 Marshals covered by this agreement will receive a 12.5% market rate increase. Senior Marshals shall receive a 17% market rate increase.

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

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

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

7.6 The base wage rates referenced above will be calculated by applying the appropriate percentage increase to base hourly rates or as otherwise provided for herein. The rates in each Appendix are understood to be illustrative of the increases provided in Articles 7.1 through 7.4, and any discrepancies will be governed by those Articles.

7.7 An employee, upon first appointment or assignment, will receive the minimum rate of the salary range fixed for the position, except as provided herein. When the application of this paragraph results in an inequity, or when it becomes necessary because of difficulties in recruitment, payment other than the prescribed step may be authorized by the Court Administrator or designee. The Guild will be notified whenever an employee covered by this Agreement is paid at "*other that the prescribed step*" as described above.

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

7.9 **Language Premium**: Effective December 25, 2019, employees assigned to perform bilingual, interpretive and/or translation services for the Court will receive a $200.00 per month premium pay. The Court will ensure employees providing language access services are independently evaluated and approved. The Court may review the assignment annually and may terminate the assignment at any time.

7.10 **Training Premium**: Upon ratification employees assigned to perform training duties will receive a 5% premium during hours worked as trainers.

ARTICLE 8 - WORK OUTSIDE OF CLASSIFICATION

8.1 Whenever an employee is assigned by the department head or designee to perform the normal ongoing duties of and accept responsibility of a position when the duties of the position are clearly outside of the scope of an employee's regular classification for a period in excess of eight (8) consecutive hours or longer, they will be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class salary rate will be determined in the same manner as for a promotion.

8.2 The department head or designee may temporarily assign an employee to perform the duties of a lower classification without a reduction in pay.

8.3 An employee temporarily assigned to perform the duties of a lower classification primarily for the benefit of the employee will be paid at the rate of the lower classification.

8.4 If an employee is assigned by the department head or designee, pursuant to this Article, to perform all of the duties of a higher classification on a continuous basis in excess of sixty (60) calendar days, they thereafter, while still assigned at the higher level, will be compensated for vacation, and holidays at the rate of the assigned higher classification. Any sick leave taken in lieu of working a scheduled out-of-class assignment must be paid at the same rate as the out-of-class assignment. Such paid sick leave will count towards salary step placement for the out-of-class assignment or in the event of a regular appointment to the out-of-class title within 12 months of the out-of-class assignment.

8.5 The Employer will have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. The Employer may work employees out-of-class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months. The six (6) month period may be exceeded under the following circumstances: (1) when a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) when a position is scheduled for abrogation; or (4) a position is encumbered (an assignment in lieu of a layoff; e.g., with the renovation of the Seattle Center Coliseum). When such circumstances require that an out-of-class assignment be extended beyond six (6) months, the Employer will notify the Guild or Guild's that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Guild that represents the body of work being worked out-of-class must concur with any additional extension of the assignment. The Guild that represents the body of work will consider all requests on a good-faith basis.

8.6 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as their primary class, across Labor Organization's jurisdictional lines, with no change to their regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement, and payment for absences do not apply in these instances.

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

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

ARTICLE 9 - ANNUAL VACATIONS

9.1 Annual vacations with pay will be granted to eligible employees computed at the rate shown in Section 9.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

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

9.3 The vacation accrual rate will be determined in accordance with the rates set below:

Effective January 1, 2024, or sixty (60) calendar days after full ratification of this replacement contract, whichever is later, the vacation accrual table will be as follows on a going-forward basis:

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

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

9.5 Employees may, with department approval, use accumulated vacation with pay after completing one thousand forty (1,040) hours on regular pay status. Use of accrued vacation leave is subject to approval by the Employer. Effective December 25, 2019, the requirement that the employee must complete one thousand forty (1,040) hours on regular pay status prior to using vacation time will end.

9.6 In the event that the Employer cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to three (3) months if such exception is approved by the Presiding Judge or designee. A notice describing the circumstances and reasons leading to the need for the extension will be filed with the Seattle Human Resources Director. No extension of this grace period will be allowed.

9.7 The vacation allowance may be taken by an employee on an hourly basis at the discretion of the Presiding Judge or designee.

9.8 An employee who leaves the Employer's service for any reason will be paid in a lump sum for any unused vacation they have previously accrued.

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

9.10 Where an employee has exhausted their sick balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. Employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence. Where the terms of this Section 9.10 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance will apply.

9.11 The department head will arrange vacation time for employees on such schedules as will least interfere with the functions of the department, but which accommodate the desires of the employee to the greatest degree feasible. Provided, the parties agree that within ninety (90) days of the effective date of the Agreement, they will convene a labor-management meeting to jointly determine a seniority-based vacation scheduling system which will be developed by September 30, 1999 and described in a Letter of Agreement.

ARTICLE 10 - HOLIDAYS

10.1 The following days or days in lieu thereof will be recognized as paid holidays:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
President's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	July 19
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples' Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	First Friday after Thanksgiving Day
Christmas	December 25
Two Personal Holidays, or	(0 – 9 Years of Service)
Four Personal Holidays	(After Completion of 18,720 regular Hours)

Whenever any holiday enumerated above falls upon a Sunday, the following Monday will be considered a holiday. Whenever any holiday enumerated above falls upon a Saturday, the preceding Friday will be considered the holiday; provided, however, paid holidays falling on Saturday or Sunday will be recognized and paid pursuant to Section 10.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 10.3 will be made only once per affected employee for any one holiday.

10.2 Employees who have either:

1. Completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (article 10.2) or

2. Are accruing vacation at a rate of .0615

on or before December 31st of the current year will receive an additional two (2) personal holidays for a total of four (4) personal holidays (per article 11.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

10.3 Personal Holidays will be used in eight (8) hour increments or a pro-rated equivalent for part-time employees or, at the discretion of the Presiding Judge or designee, such lesser fraction of a day as will be approved. Use of the Personal Holiday will be requested in writing.

10.4 Employees who work on a holiday will be paid for the holiday at their regular straight-time hourly rate of pay, and in addition will be paid at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for hours worked.

10.5 To qualify for holiday pay employees covered by this Agreement must have been on the payroll prior to the holiday and on pay status the normal workday before and the normal workday after the holiday.

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

10.7 Each holiday will consist of eight (8) hours. Employees working 4/10 or other alternative work schedules will revert to a 5/8 schedule during holiday weeks. Subject to the approval of the Court Security Director, as an alternative, an employee may work the regular 4/10 schedule that week and be absent from work on the holiday for ten (10) hours. However, only eight (8) hours will be paid as holiday pay. The other two (2) hours must be covered by one of the following methods:

A. Use of accumulated compensatory time or vacation time; or

B. Upon approval of the employee's supervisor, work the other two (2) hours on the employee's normally scheduled day off. The request for approval of this option must be made to the employee's supervisor at least two (2) weeks prior to the Monday of the calendar week in which the holiday falls; or

C. Other method approved by the employee's supervisor and the Director of Court Security. Any such proposed, alternative method must be submitted to the Director of Court Security for approval at least two (2) weeks prior to the Monday of the calendar week in which the holiday falls.

If the day of the holiday observance falls on the employee's normally scheduled day off, the employee will arrange, with the approval of his/her supervisor, an alternate day off the week of the holiday.

ARTICLE 11 - LEAVES AND VEBA

11.1 **Sick Leave** - Sick leave will be defined as paid time off from work for a qualifying reason under Article 11.1 of this Agreement. Employees covered by this Agreement will accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status not exceeding 40 hours per week as shown on the payroll. However, if an employee's overall accrual rate falls below the accrual rate required by Chapter 14.16 (Paid Sick and Safe Time Law), the employee will be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of Chapter 14.16. Unlimited sick leave credit may be accumulated. New employees entering Employer service will not be entitled to use sick leave with pay during the first thirty (30) days of employment but will accrue sick leave credits during such thirty (30) day period. An employee is authorized to use paid sick leave for hours that the employee was scheduled to have worked for the following reasons:

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

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

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

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

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

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

Sick leave used for the purposes contemplated by Article 8.1.5 and 8.1.6 must end before the first anniversary of the child's birth or placement.

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

11.2 Change in position or transfer to another Municipal Court or City department will not result in a loss of accumulated sick leave.

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

11.3 In order to receive paid sick leave for reasons provided in Articles 11.1 and 11.2, an employee will be required to provide verification that the employee's use of paid sick leave was for an authorized purpose, consistent with SMC 14.16 and other applicable laws such as RCW 49.46.210. However, an employee will not be required to provide verification for absences of less than four (4) consecutive days.

11.4 **Conditions Not Covered** - Employees will not be eligible for sick leave:

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

B. When off work on a holiday.

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

11.5 **Prerequisites for Payment**

A. **Prompt Notification** - The employee will promptly notify their immediate supervisor, by telephone or otherwise, on their first day off due to illness and each day thereafter, until advised otherwise by their immediate supervisor or unless physically impossible to do so. If an employee is on a special work schedule, particularly where a relief replacement is necessary if they are absent, they will notify their immediate supervisor as far as possible in advance of their scheduled time to report for work. The department head or their designee will establish a minimum reporting time prior to the beginning of a shift for such notice.

B. **Notification While on Paid Vacation or Compensatory Time Off** - If an employee is injured or is taken ill while on paid vacation or compensatory time off, they will notify their department on the first day of disability that

they will be using paid sick leave. by an. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented for absences greater than three continuous days.

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

D **Rate of Pay for Sick Leave Used** - An employee who uses paid sick leave will be compensated at the straight time as required by Seattle Municipal Code 14.16, and other applicable laws, such as RCW 49.46.210. For employees who use paid sick leave hours that would have been overtime if worked, the City will apply requirements of Seattle Municipal Code 14.16 and applicable laws such as RCW 49.46.210. See also Article 8.4 for sick leave use and rate of pay for out-of-class assignments.

11.6 **Sick Leave Transfer Program** - Employees may donate and/or receive sick leave in accord with the terms and conditions of the Employer's Sick Leave Transfer Program. This program is established and defined by City ordinance and may be amended or rescinded at any time during the term of this Agreement. Any disputes that may arise concerning the terms, conditions and/or administration of such program will be subject to the Grievance Procedure in Article 5 of this Agreement through Step 3 of Section 5.5. Grievances over sick leave transfer program disputes will not be subject to Step 4 (Arbitration) of Section 5.5.

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

1. Standardization of:
   a. Forms
   b. Processing templates
   c. FAQs
   d. Interdepartmental donation of sick leave
2. Anonymizing sick leave requests for potential recipients
3. Anonymizing sick leave donations from contributors

The intent of the program is to create a mandatory and uniform system that will function across departments as the established protocol for all sick leave

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

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

11.8 **Industrial Injury or Illness**

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

B. Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee will be compensated in full for the remaining part of the day of injury without effect to their sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury will be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee will be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then: (1) any accrued sick leave or vacation leave utilized that results in absence from their regular duties (up to a maximum of eighty percent (80%) of the employee's normal hourly rate of pay per day) will be reinstated; or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee will thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 6A.

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

D. Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and Court policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or the Court concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting, unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

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

E. Such compensation will be authorized by the Seattle Human Resources Director or their designee with the advice of the Presiding Judge or designee upon request from the employee. The employee's request will be supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

F. Compensation for holidays and earned vacation falling within a period of absence due to such disability will be at the normal rate of pay, but such days will not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 6H. Disabled employees affected by the provisions of SMC 4.44 will continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 11.7A.

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

H. Sick leave will not be used for any disability herein described except as allowed in Section 11.7B.

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

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

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

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

11.10 **Family and Medical Leave** - Employees who meet the eligibility requirements of the Seattle Municipal Code, Chapter 4.26, "Family and Medical Leave," or the federal Family and Medical Leave Act, may take leave to care for themselves and qualified dependents.

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

11.12 **Sabbatical Leave** - Regular employees covered by this Agreement will be eligible for sabbatical leave under the terms of Seattle Municipal Code Chapter 4.33.

11.13 **Pay for Deployed Military**

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

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

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

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

The employee's spouse, domestic partner, child, grandparent, or parent has unexpectedly become seriously ill or has had a serious accident; or

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

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

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

11.15 RETIREMENT VEBA

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

1. **Contributions from Unused Paid Time off at Retirement (retirement eligible employees only)**

   A. Eligibility-to-Retire Requirements:

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

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

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

      1. Contribute 35% of their unused sick leave balance into the VEBA upon retirement; or

      2. Contribute 50% of their unused vacation leave balance into the VEBA upon retirement; or

      3. Contribute both 35% of their unused sick leave balance and 50% of their unused vacation leave balance upon retirement

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

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

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

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

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

2. **ACTIVE VEBA**

Contributions from Employee Wages (all regular employees in the bargaining unit)

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

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

1. $25 per month, or

2. $50 per month

3. **ALLOCATION OF RESPONSIBILITY**

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

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

12.1 Effective January 1, 2023, the City will provide medical, dental, and vision plans (with Kaiser Standard, Kaiser Deductible, Aetna Traditional, Aetna Preventative and Delta Dental of Washington as self-insured plans and Dental Health Services and Vision Services Plan) for all regular employees (and eligible dependents). Said plans, changes thereto and premiums will be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established by the parties to govern the functioning of said committee.

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

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

12.1.2 Health Care Rate Stabilization Fund will be established for utilization in the second year of the contract period and beyond. This Rate Stabilization Fund is dedicated to either enhance medical, dental, and vision benefits or help cover related costs.

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

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

A. Future premium rebates will be divided so that forty percent (40%) can be used by the Employer to pay for the Employer's share of the monthly premiums, and sixty percent (60%) will be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employee's share of the monthly premiums or for life insurance purposes otherwise negotiated.

B. Whenever the Group Term Life Insurance Fund contains substantial rebate monies that are earmarked pursuant to Section 12.2 above to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the Employer will notify the Guild of that fact.

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

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

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

The maximum monthly premium cost to the Employer will be no more than the monthly premium rates established for calendar year 2019, for the Base Plan, but not to exceed the maximum limitation on the Employer's premium obligation per calendar year as set forth within this Section.

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

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

ARTICLE 13 - RETIREMENT

13.1 Pursuant to Ordinance 78444 as amended, all eligible employees will be covered by the Seattle City Employees Retirement System.

13.2 Effective January 1, 2017 consistent with Ordinance No. 78444, as amended, the City will implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.1 Normally, full-time employees will be scheduled to work forty (40) hours per week. Part-time positions of between twenty (20) and forty (40) hours may be established by the Employer. Work will be scheduled on the basis of five (5) day, forty (40) hour per week schedules; four (4) day, forty (40) hour per week schedules; or such other schedules as established by or agreed to by the Employer. Upon approval by the Employer, an employee's schedule may be revised. When the Employer determines to change work schedules and hours of work, notice of changes will be provided to affected employees prior to implementation when possible. The Employer will make a good faith effort to discuss changes in employees' work schedules and hours of work prior to implementation.

14.2 All hours performed in excess of a regular, full-time employee's regularly scheduled shift of not less than eight (8) hours in any workday or forty (40) hours in any work week will be considered as overtime and will be paid for at the overtime rate of one and one-half (1-1/2) times the straight-time rate of pay. Part-time and intermittent employees who are directed, by the Chief Marshal or their designee, to work beyond their normal work schedule hours resulting in work in excess of forty (40) hours in a seven (7) day work week, will be paid for such overtime work at the rate of time and one-half (1-1/2) of the employee's hourly rate of pay.

In the event the overtime meets the definition of extraordinary overtime as defined in SMC 4.20.230, the employee will be paid at a rate of two (2) times the employee's hourly rate of pay for all overtime hours worked.

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

14.4 When a regular full-time vacancy occurs in the Marshals' Unit, regular part-time employees will be given first right of refusal based upon seniority unless skills, competencies, and abilities dictate otherwise. When the Employer advertises to fill a vacant position, all bargaining unit employees who apply for the position will be guaranteed an initial interview. The Employer will make a good faith effort to appoint current bargaining unit employees to vacant higher-level bargaining unit positions.

14.5 Employees working at least an eight (8) hour day will be allowed a fifteen (15) minute rest period during each half of their workday. Employees working at least four (4) hours but less than eight (8) hours in a workday will be allowed one fifteen (15) minute rest period during the workday.

14.6 Employees working at least an eight (8) hour day will be allowed an unpaid meal period of not less than thirty (30) minutes.

14.7 A. **Meal Reimbursement** - When an employee is specifically directed by the Court to work two (2) hours or longer at the end of their normal work shift of at least eight (8) hours or work two (2) hours or longer at the beginning or end of their work shift of at least eight (8) hours when the employee is called in to work their regular day off, or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee purchases a meal away from their place of residence as a result of such additional hours of work, the employee will be reimbursed for the cost of such a meal in accordance with Seattle Municipal Code (SMC) 4.20.325. In order to receive reimbursement, the employee must furnish the Court with a dated original itemized receipt from the establishment indicating the time of the meal no later than forty-eight (48) hours from the beginning of the employee's next regular shift; otherwise, effective upon ratification by both parties, the employee will be paid twenty ($20.00) dollars in lieu of reimbursement for the meal.

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

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

2. In determining "reasonable cost," the following shall also be considered:

   a. The time period during which the overtime is worked; and

   b. The availability of reasonably priced eating establishments at that time; and

   c. The employee's dietary needs.

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

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

D. When an employee is called out to the field or a City facility in an emergency to work two (2) hours or longer of unscheduled overtime, immediately prior to or after their normal work shift of not less than eight (8) hours, said employee shall be eligible for meal reimbursement pursuant to this section; provided, however, if the employee is not given time off to eat a meal within a reasonable time two (2) hours after

completion of the overtime, the employee shall be paid a maximum of Six Twenty Dollars ($620.00) in lieu of reimbursement for the meal.

Any time spent consuming a meal during working hours shall be without compensation.

ARTICLE 15 - GENERAL CONDITIONS

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

A. If the overpayment involved only one paycheck;

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

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

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

E. If an employee separates from the Employer's service before an overpayment is repaid, any remaining amount due the Employer will be deducted from his/her final paycheck(s).

F. By other means as may be mutually agreed between the Employer and the employee. The Guild representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

15.2 The Employer and Guild agree to hold labor-management meetings as necessary. These meetings will be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this Agreement. Subjects for discussion at labor-management meetings during the term of this Agreement will be as agreed by the parties. The Guild will be permitted to designate members and/or stewards to assist its Guild Representative in such meetings. The purpose of labor-management meetings is to deal with matters of general concern to the Guild and management.

15.3 **Employee Defense** - Employees will have rights to consideration for defense by the City Attorney in litigation arising from their conduct, acts, or omissions in the scope and course of their City employment by the terms allowing such defense as provided in SMC Chapter 4.64. The Guild may submit their opinion in writing regarding the scope of the conduct in question to the department head for their consideration before a final determination is made. Issues arising out of application of this Municipal Code provision will not be a proper subject for the grievance procedure herein but may be submitted for review by the Employer in its normal process for such review.

15.4 **Uniforms**

Effective January 1, 2024, the Employer will provide eight hundred and fifty dollars ($850)as a uniform allowance to be paid on the employee's anniversary date. New employees will be provided Three Hundred Sixty-five Dollars ($365) for the purchase of their initial uniforms, and after six months of employment, they will be provided an additional One Hundred Fifty Dollars ($150).

Each new employee, on a one–time-only basis, will also be provided a new uniform jacket; however, if they leave the Court within the first year, they must return the jacket. If/when the Municipal Court makes a change in the uniform, the impact of such change must be negotiated. Employees are expected to report for duty in a full and presentable uniform including bulletproof vest.

15.5 Effective January 1, 2000, a fund equivalent to Two Thousand Four Hundred Eighty Dollars ($2,480) will be established; provided however, that any unspent fund dollars accumulated during the term of the current Agreement will not carry forward beyond the expiration date of the current Agreement. Thereafter, Twenty-four Dollars ($24.00) per employee per year will be added to the fund. Such fund will be administered by a labor-management committee for unbudgeted training, equipment and/or other job-related needs.

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

15.7 **Employee Participation in Contract Negotiations** - The parties to this agreement recognize the value to both the Guild and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective August 18, 2004, employees who participate in bargaining as part of the Guild's bargaining team during the respective employee's work hours will remain on paid status, without the Guild having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

1. Bargaining preparation and meetings of the Guild's bargaining team other than actual negotiations will *not* be applicable to this provision;

2. No more than an aggregate of one hundred (150) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, will be authorized under this provision.

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

15.8 **Transit Passes** – The City will provide transit passes consistent with SMC 4.20.370.

15.9 **Employee Parking**

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

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

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

15.10 **Safety Standards**

All work will be done in a competent and safe manner, and in accordance with the State of Washington Safety Codes. Where higher standards are specified by the Employer than called for as minimum by state codes, Employer standards will prevail.

At the direction of the Employer, it is the duty of every employee covered by this Agreement to comply with established Safety rules, promote safety and to assist in the prevention of accidents. All employees covered by this Agreement are expected to participate and cooperate in the overall Safety Program of the Court.

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

The Employer will provide safe working conditions in accordance with W.I.S.H.A. and O.S.H.A.

The City shall follow OSHA/WISHA guidelines and recommendations in order to create written worksite safety plans to prevent heat-related illness and ensure emergency preparedness for employees in the event of extreme outdoor heat.

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

Employee-elected members of the departmental safety committee will attend such safety committee meetings with no loss in pay.

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

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

The Employer and the Guild are committed to maintaining a safe work environment. The Employer and the Guild will determine and implement mechanisms to improve effective communications between the City and the Guild regarding safety and emergency-related information. The City will communicate emergency plans and procedures to employees and the Guild.

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

15.11 Ethical Standards for Court Employees

The Court and the Guild recognize that the holding of employment in the court system is a position of public trust. The Court is a unique organization. By definition we are an institution that stands for laws, accountability and consistency. To this point, more than other workplaces, the court can only employ individuals who demonstrate the highest standards of honesty, integrity and ethics. Thus, all court employees must observe the highest standards of ethical conduct as outlined by the Seattle Municipal Court's Code of Conduct and the City of Seattle's Code of Ethics. Regardless of bargaining unit status, all employees are expected to carry out their duties professionally and with a high level of integrity.

15.12 Criminal Background Investigations

In accordance with past practice, the Court will conduct background checks upon hiring of all employees. Employment will be contingent on the results of such background check. If the background investigation on any newly hired employee reveals any record of arrest or conviction, the Court will address the matter in accordance with established Court policy and Criminal Justice Information System (CJIS) requirements.

In addition, the Court will conduct background investigations of all employees every three years. If the background investigation on an employee reveals any record of arrest or conviction, the Court will address the matter in accordance with established Court policy and Criminal Justice Information System (CJIS) requirements.

15.13 The Guild and the City agree to the following

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

B. A re-opener on impacts related to changes in the Affordable Care Act;

C. For the duration of the agreement, the Coalition agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Race and Social Justice Initiative efforts.

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

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

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

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

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

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

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

approve paid release time for additional employee representatives from each Department on a case-by-case basis.

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

ARTICLE 16 – TEMPORARY EMPLOYMENT

16.1 A temporary assignment is defined as one of the following types:

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

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

16.1.3 **Short-term Assignment** - A short-term assignment of up to one (1) year, to perform work in response to an emergency or unplanned need such as peak workload, special project or other short-term work that does not recur and does not continue from year to year; or

16.1.4 **Less than Half-time Assignment** - A less than half-time assignment for seasonal, on-call, intermittent or regularly scheduled work that may be ongoing or recur from year to year, but does not exceed one thousand forty (1040) hours per year, except as provided by Personnel Rule 11; or

16.1.5 **Term-limited Assignment** - An assignment to perform time-limited work of more than one (1) but not more than three (3) years for:

a. specific project, grant or other non-routine substantial body of work, or for the replacement of a regularly appointed employee when that employee is absent on long-term disability time loss, medical or military leave of absence.

b. Replacement of a regularly appointed employee who is assigned to special term-limited project work.

c. Replacement of a regularly appointed employee who has been released for Guild leave pursuant to Guild Leave.

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

16.2.1 Interim and short-term assignments after one thousand forty (1040) regular straight time hours for the remainder of the assignment unless the Seattle Human Resources Director determines that the assignment will terminate so imminently that the benefits package would be of minimal value to the worker; or

16.2.2 Term-limited assignments starting with the first day and for the duration of the assignment; or,

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

16.3 Temporary employees will be exempt from all provisions of this Agreement except Article 16, Temporary Employment; Article 4; Sections 11.1 through 11.7, 11.9, 11.10, 11.12, Section 14.2; and Article 5, Grievance Procedure; provided however, temporary employees will be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section. Where the provisions in Personnel Rule 11 do not conflict with the expressed provisions of this Agreement, the Personnel Rule 11 will apply and be subject to the grievance procedure as provided for in Article 6.

16.3.1 Temporary employees who are not in benefits-eligible assignments will be paid for all hours worked at the first Pay Step of the hourly rates of pay set forth within the appropriate Appendix covering the classification of work in which he/she is employed. Temporary employees who are in a benefits-eligible assignment will receive step increases consistent with Personnel Rule 11.

16.3.2 **Premiums Applicable Only To City Of Seattle Temporary Employees Who are not in Benefits-Eligible Assignments** - Each temporary employee will receive premium pay as hereinafter set forth based upon the corresponding number of cumulative non-overtime hours worked by the temporary employee unless the employee is in a benefits-eligible assignment:

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

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

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

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

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

16.3.2.1 Once a temporary employee reaches a given premium level, the premium will not be reduced for that temporary employee as long as the employee continues to work for the City without a voluntary break in service as set forth within Section 16.3.8. Non-overtime hours already worked by an existing temporary employee will apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the City may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.

16.3.2.2 The premium pay in Section 16.3.2 does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage will be added on to the premium pay percentages for the temporary employee to whom it applies.

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

16.3.3 **Dental and Vision Coverage to Temporary Employees Who are not in Benefits-Eligible Positions** - Once a temporary employee has worked at least one thousand forty (1040) cumulative non-overtime hours and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, he/she may within ninety (90) calendar days thereafter elect to participate in the City's medical and dental insurance programs by agreeing to pay the required monthly premium. To participate, the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or the City, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. After meeting the requirements stated in this Section, a temporary employee will also be allowed to elect this option during any subsequent open enrollment period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion will be dropped from City medical and dental coverage and will not be able to participate again while employed by the City as temporary. If a temporary employee's hours of work are insufficient for his/her pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

16.3.4 **Holiday Work for Non-Benefits-Eligible Temporary Employees** - A temporary employee who works on any of the specific calendar days designated by the City as paid holidays will be paid at the rate of one and one-half (1 1/2) times their regular straight-time hourly rate of pay for hours worked during their scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1 1/2) times the employee's regular straight-time rate of pay will apply to those temporary employees who work on the weekend day specified as the holiday.

16.3.5 **Non-Benefits-Eligible Temporary Employee Unpaid Leave** - A temporary employee who is scheduled to work regularly or on and off throughout the year and who has worked two thousand eighty (2080) cumulative non-overtime hours without a voluntary break in service and who has also worked eight hundred (800) non-overtime hours or more in the previous twelve (12) months, may request an unpaid leave of absence not to exceed the amount of vacation time they would have earned in the previous year if they had not received vacation premium pay in lieu of annual paid vacation. Where such requests are made, the timing and scheduling of such unpaid leaves must be agreeable to the Court. The leave will be handled in a manner similar to the scheduling of vacation for regular employees. This provision will not be applicable in cases where a temporary employee accrues vacation time rather than premium pay as set forth within Section 16.3.7.

16.3.6 Premium pay set forth within Section 16.3.2 will be in lieu of the base level of vacation and all other fringe benefits, such as holiday pay, funeral leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 16.3.2.2, 16.3.3, and 16.3.4.

16.3.7 The City may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide all fringe benefits covered by the premium pay set forth within Section 16.3.2 to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 16.3.2 will no longer be applicable to that particular group of temporary employees. The City, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide paid vacation and/or sick leave benefits to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees without providing other fringe benefits and in such event the premium pay in Section 16.3.2 will be reduced by a percentage amount equivalent to the value of vacation benefits. The applicable amount for base-level vacation will be recognized as four point

eight one percent (4.81%) which could be higher dependent upon accrual rate increases. The City will not use this option to change to and from premiums and benefits on an occasional basis. The City may also continue to provide benefits in lieu of all or part of the premiums in Section 16.3.2 where it has already been doing so and it may in such cases reduce the minimum paid to the affected employees by the applicable percentage.

16.3.8 The premium pay provisions set forth within Section 16.3.2 will apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service will be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one year (12 months or 26 pay periods), it will be presumed that the employees break in service was voluntary.

16.3.9 The City may work temporary employees beyond one thousand forty (1,040) regular hours within any twelve (12) month period; provided, however, the City will not use temporary employees to supplant permanent positions. The City will not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 16.3.2 or solely to avoid considering creation of permanent positions.

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

16.3.10 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a budgeted position without a voluntary break in service greater than thirty (30) days will have his/her time worked counted for purposes of salary step placement (where appropriate) and eligibility for medical and dental benefits under Article 12. In addition, a temporary employee who is in a term-limited assignment will receive service credit for layoff purposes if the employee is immediately hired (within thirty (30) business days without a break in service) into the same job title and position after the term is completed.

16.3.11 The parties agree that the City's Temporary Employment philosophy and practices will be part of the Labor Management Leadership Committee (LMLC) Workplan.

16.3.12 Effective December 25, 2019, temporary employees will be entitled to shift differential and overtime meal allowance.

16.3.13 Temporary employees covered by this agreement are eligible to apply for all positions advertised internally.

ARTICLE 17 - SUBORDINATION OF AGREEMENT

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

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

ARTICLE 18 - SAVINGS CLAUSE

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

18.2 If the City Charter is modified during the term of this Agreement and any modifications thereof conflict with an express provision of this Agreement, the express provision will become null and void.

ARTICLE 19 - ENTIRE AGREEMENT

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

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

ARTICLE 20 - TERM OF AGREEMENT

20.1 Upon execution by both parties, this Agreement will become effective and will remain in effect through December 31, 2026. The Mayor hereby agrees only to those provisions that are related to wages and wage-related benefits. The Presiding Judge hereby agrees only to those provisions that are not related to wages or wage-related benefits.

Signed this 3rd day of May, 2024.

SEATTLE MUNICIPAL COURT
MARSHALS' GUILD

By Nathan Conder
Nate Conder, Guild President
Marshals' Guild

By _____

By _____

CITY OF SEATTLE
Executed under authority of
Ordinance 120757.

By _____
Mayor Bruce Harrell

By _____
Presiding Judge Faye Chess

By _____
Shaun Van Eyk,
Director of Labor Relations

By _____
Afton Larsen, Labor Negotiator

SEATTLE MUNICIPAL COURT MARSHALS' GUILD

APPENDIX A

The classifications and corresponding rates of pay covered by this Agreement are as follows:

Section 1. Hourly Base Wage Rates as of January 4th, 2023:

Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Municipal Court Marshal	$37.41	$38.98	$40.52	$42.05	$43.67	$45.38
Municipal Court Marshal, Sr.	$44.15	$45.88	$47.69	$49.56	$51.57	---

Section 2. Hourly Base Wage Rates as of January 4th, 2024:

Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Municipal Court Marshal	$41.35	$43.09	$44.79	$46.47	$48.27	$50.16
Municipal Court Marshal, Sr.	$48.64	$50.55	$52.55	$54.61	$56.82	---

Section 3. Hourly Base Wage Rates as of January 4th, 2025:

Effective January 6, 2025, wages will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2021 through June 2022 to the period June 2023 through June 2024, minimum 1.2%, maximum 4%.

Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Municipal Court Marshal	$42.43	$44.21	$45.96	$47.69	$49.53	$51.47
Municipal Court Marshal, Sr.	$51.38	$53.40	$55.51	$57.51	$57.69	$60.02

Section 4. Hourly Base Wage Rates as of January 10th, 2026:

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

The base wage rates referenced above will be calculated by applying the appropriate percentage increase to base hourly rates or as otherwise provided for herein. The rates in each Appendix are understood to be illustrative of the increases provided in Articles 7.1 through 7.4, and any discrepancies will be governed by those Articles.

APPENDIX B

Work Life Support Committee (WLSC)

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

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

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

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

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

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

APPENDIX C

Memorandum of Understanding

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

Section A of the MOU has been incorporated into the collective bargaining as Article 3 – 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 Inland boatmen's Union of the Pacific; Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 11 7; the International Brotherhood of Electrical Workers, Local 46; the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32; the International Brotherhood of Teamsters, Local 763; the International Union of Operating Engineers, Local 286; the UNITE Hotel Employees & Restaurant Employees, Local 8; the Public Service & Industrial Employees, Local 1239; the Washington State Council of County and City Employees, Local 21; the International Alliance of

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

Background

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

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

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

Agreements

Section A. Amended Union Dues and Membership Language

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

Article X - Union Engagement and Payroll Deductions

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

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

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

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

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

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

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

The Parties further agree:

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

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

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

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

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

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

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

SIGNED this day of 2018.

Executed under the Authority of Ordinance No.

FOR THE CITY OF SEATTLE:

~~Susan McNab~~, Bobby Humes

Interim Seattle Human Resources Director

Ed McKenna

Presiding Judge, Seattle Municipal Court

Laura A. Southard,

Deputy Director/Interim Labor Relations Director

SIGNATORY UNIONS:

Scott Fuquay, President

Seattle Municipal Court Marshals' Guild

IUPA, Local 600

Shawn Van Eyk

Amy Bowles, Union Representative

PTE, Local 17

Professional, Technical, Senior Business, Senior Professional Administrative Support

Scott A. Sullivan, Secretary-Treasurer

Teamsters, Local 763; Municipal Court

Steven Pray, Union Representative

PTE, Local 17

Professional, Technical, Senior Business, Senior Professional Administrative Support, & Probation Counselors