A G R E E M E N T

by and between

THE CITY OF SEATTLE/SEATTLE MUNICIPAL COURT

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763

(Representing the Supervisory Employees)

January 1, 2023 through December 31, 2026

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January 1, 2023 through December 31, 2026

THIS AGREEMENT is by and between the CITY OF SEATTLE/MUNICIPAL COURT, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

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.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

1.1 Recognition and Bargaining Unit - The Employer recognizes the Union as the exclusive collective bargaining representative for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington, for the collective bargaining unit described in the decision emanating from the Washington State Public Employment Relations Commission Case Number 21662-E-08-3357. For purposes of this Agreement and the bargaining unit described herein, the following definitions will apply:

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

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

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

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

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

1.1.6 The terms *temporary employee* and *temporary worker* will be defined to include both temporary and less than half time employees and means a person who is employed in:

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

2. An interim assignment for short-term replacement of a regular employee of up to one (1) year when the incumbent is temporarily absent; or

3. A short-term assignment of up to one (1) year, which may be extended beyond one year only while the assignment is in the process of being converted to a regular position, to perform work that is not ongoing regular work and for which there is no regularly budgeted position; or

4. A less than half-time assignment for seasonal, on-call, intermittent or regularly scheduled work that normally does not exceed one thousand forty (1040) hours in a year, but may be extended up to one thousand three hundred (1300) hours once every three years and may also be extended while the assignment is in the process of being converted to a regular position; or

5. A term-limited assignment for a period of more than one but less than three (3) years for time-limited work related to 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.

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

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

1.3.1 The Employer will have the right to implement new public employment programs or expand its current programs beyond what exists as of the signature date of this Agreement, but where such implementation or expansion involves bargaining unit work and results in a significant departure from existing practice, the Employer will give thirty (30) days' advance written notice to the Union of such and upon receipt of a written request from the Union thereafter, the Employer will engage in discussions with the Union on concerns raised by the Union. Notwithstanding any provision to the contrary, the expanded use of individuals under such a public employment program which involves the performance of bargaining unit work within a given Employer department, beyond what has traditionally existed, will not be the cause of (1) a layoff

of regular employees covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by this Agreement which recently had been occupied by a regular full-time employee that performed the specific bargaining unit work now being or about to be performed by an individual under one of the Employer's public employment programs.

ARTICLE 2 - NONDISCRIMINATION

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

2.1.1 Wherever words denoting a specific gender are used in this Agreement, they are intended and will be construed to apply equally to either gender.

2.2 Disputes involving this Article must be processed through the appropriate Local, State or Federal agency. Such disputes will not be subject to the grievance procedure contained within this Agreement.

2.3 The parties agree nothing in this Agreement, including seniority provisions, will serve to prevent a job placement or other reasonable accommodation as may be made pursuant to state or federal law for prevention of discrimination on the basis of disability.

ARTICLE 3 - UNION ENGAGEMENT AND PAYROLL DEDUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

See Also: APPENDIX B

ARTICLE 4 – CLASSIFICATIONS AND RATES OF PAY

4.1 The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth within Appendix "A" which is attached. Effective January 4, 2023, employees' base wages will be increased by five percent (5%).

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

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

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

4.2.3 Effective January 10, 2026, base wage rates 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%). 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%).

4.2.4 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 4.2 through 4.2.2, and any discrepancies will be governed by those Articles.

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

4.3 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 of other than the prescribed step may be authorized by the Court Administrator or designee. The Union will be notified whenever an employee covered by this agreement is paid at "*other that the prescribed step*" as described above.

4.3.1 An employee will be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases will be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section will be defined in terms of one month's service for each month of full-time employment, including paid absences. This provision will not apply to temporary employees prior to regular appointment except as otherwise provided for in Section 21.3.10; and except that step increments in the out-of-class title will be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increment will not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months, (each two thousand eighty-eight (2088) hours) of actual service, they will receive one step increment in the higher-paid title; provided that they have not received a step increment in the out-of-class title based on changes in the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class, that were properly paid per Article 5.9 of this Agreement, will apply toward salary step placement if the employee's position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

4.3.2 Those employees who have been given step increases for periodic "work outside of classification" prior to the effective date of this Agreement will continue at that step but will not be given credit for future step increases, except as provided for in Section 4.3.1.

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

4.3.4 In determining "actual service" for advancement in salary step, absence due to sickness or injury for which the employee does not receive compensation may, at the discretion of the Employer, be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the Employer, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this Section, time lost by reason of disability for which an employee is compensated by Industrial Insurance

or Charter disability provisions will not be considered absence. An employee who returns after layoff, or who is reduced in rank to a position in the same or another department, may be given credit for such prior service.

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

4.3.6 Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range will continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase and will thereafter receive step increases as provided in Section 4.3.1.

4.3.7 Promotion - An employee appointed to a position in a class having a higher maximum salary shall be paid at the nearest step in the higher range which (1) provides the employee who is not at the top step of his/her current salary range a dollar amount at least equal to the next step increase of the employee's current salary range or (2) provides the employee who is at the top step of his/her current salary range an increase in pay through placement at the salary step in the new salary range which is closest to at least a four percent (4%) increase, provided that such increase shall not exceed the maximum step established for the higher paying position; and provided further, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "intermittent" or "as needed" nor to "temporary assignments" providing pay "over regular salary while so assigned."

4.3.7.1 Hours worked out of class will apply toward salary step placement if the employee is promoted, or their position reclassified, to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

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

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

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

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

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

4.3.11 Market Wage Adjustment - The following titles will receive wage equity adjustments, in addition to the annual wage adjustment set forth in Article 4.1, above:

Accounting Technician, Supervisor – 6%
Administrative Specialist, Supervisor – 12%
Municipal Court Clerk, Supervisor – 9%
Municipal Court Cashier Supervisor – 9%

The Market Wage Adjustments will be calculated on the 2022 base wage and will be distributed on the annual base wage:
Year 1 – 2023: 25%
Year 2 – 2024: 50%
Year 3 – 2025: 25%

4.3.12 Language Premium – 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.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 Hours of Work - Eight (8) hours within nine (9) consecutive hours will constitute a workday. Work schedules will normally consist of five (5) consecutive days followed by two (2) consecutive days off, except for relief shift assignments.

5.1.1 By mutual agreement between the Employer and the employee, an employee may work a schedule other than that set forth within Section 5.1.

5.1.2 Recognizing the benefits of work/life balance and reducing the impact of commuting during peak times, the Court encourages alternative work arrangements (AWA). An AWA is tele-work, flextime, compressed workweeks and any work arrangement that differs from the Court's core operating hours of Monday-Friday 8:00 am to 5:00 pm. In keeping with this, each division will develop and implement AWAs based on employee interest and business needs of the Court. Implementation of an AWA work schedule for a work unit will be subject to consultation and agreement with the Union. AWAs are not an employee right and individual requests may be approved, denied or discontinued at management's discretion. When denying or discontinuing an AWA, management will provide a written explanation to the employee. Requests will be considered in an equitable manner.

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

Nothing is this article will abridge the Employer's rights enumerated within this Agreement.

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

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

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

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

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

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

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

The decision of whether or not to grant a Telecommuting Agreement must be stated in writing and must include the reason(s) for the denial or approval,

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

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

Denied requests will be reported to the union. the bargaining unit member will have the opportunity to request a reconsideration of a denial to the next level of management

5.1.4 Changes to agreed Telecommuting Agreements – Bargaining unit members approved for remote work acknowledge and recognize that business and/or employee needs arise that may necessitate a temporary deviation from an approved Telecommuting Agreement, the City or bargaining unit member shall provide as much advance notice as possible, alternative deviations may be considered and such deviations, whenever possible, should be infrequent. The terms and conditions of individual remote work agreements shall be set forth in completed and signed remote work agreements with a copy provided to the Union.

The City or the bargaining unit member may terminate a Telecommuting Agreement, in writing, with a minimum advance notice of thirty (30) calendar days. When the City terminates a Telecommuting Agreement, the member must receive written notification stating the reason(s) for the termination. Upon receiving written notification of termination, the member may appeal the termination of the schedule to the department head. The bargaining unit member may have a union representation during an appeal meeting.

5.1.4 When the Employer deems it necessary, work schedules may be established other than Monday through Friday.

5.1.5 Employees will be assigned a regular work schedule (days of work). An employee will normally be advised of a change in their work schedule by the end of the last shift of a week's schedule. In the event an employee is not given the required notice of a revised schedule, they will be paid at the overtime rate for the first shift of the new schedule. If the starting time of an employee's work shift is to be changed to an earlier start time, notice will be given to the employee at least forty-eight (48) hours in advance, absent such notice, the overtime rate will be due for the hours worked prior to the previous start time for the first shift of the new schedule. This provision will not apply to part-time employees who are required to work extra hours or shifts with little or no notice.

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

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

5.3.1 When a Court Clerk Supervisor does not receive a rest break because the Court does not recess and circumstances at the time are beyond the employee's control, the employee will receive – at the employee's choice - additional compensation in the form of fifteen (15) minutes of compensatory time or pay at the regular straight-time hourly rate for each rest break not received. Such compensatory time or pay will not entitle the employee to schedule a rest break at the end of the work shift and leave work early but will be added to the employee's compensatory time account or paid at the applicable straight-time rate. To be eligible for the compensatory time or pay, the employee must have not received a rest break during that portion of the employee's work shift before or after the meal break.

It is the expectation that Court Clerk Supervisor will request a rest break through the Manager, and if necessary, the Director. It is also an expectation that the employee will document the compensatory time or pay in lieu of a rest break no later than the next scheduled work shift on a form prescribed by the Employer.

5.4 Overtime - All time worked in excess of eight (8) hours in any one shift will be paid for at the rate of one and one-half (1 1/2) times the straight-time hourly rate of pay. Voluntary overtime in a lower classification may be compensated at the rate of pay for the lower classification.

5.4.1 All time worked before an employee's regularly scheduled starting time will be paid for at the rate of one and one-half (1 1/2) times the straight-time hourly rate of pay, provided the resulting hours worked for the day exceed the normally scheduled eight (8) hours.

5.4.2 All time worked on an employee's regularly scheduled days off will be paid for at the rate of one and one-half (1 1/2) times the straight-time hourly rate of pay.

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

5.4.4 In administering an alternate work schedule, overtime will be paid for any hours worked in excess of the employee's normal daily schedule.

5.4.5 In no event will an employee be paid overtime for hours worked less than eight (8) hours in a day unless the hours exceed forty (40) hours in a week.

5.5 Compensatory Time - Compensatory time may be used as a method of compensating employees for overtime work in lieu of overtime pay as specified in Section 5.4. If used, the compensatory time will be accrued at the rate of one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked. Accrual of compensatory time must be mutually agreeable to the employee and the Employer. The Employer may pay off a portion or all of accrued compensatory time over forty (40) hours, at its discretion, for all employees within the bargaining unit.

5.6 Call Back - An employee who is called back to work after completing their regular shift will be compensated at the overtime rate and will receive no less than four (4) hours compensation at the straight-time hourly rate of pay.

5.7 Meal Reimbursement - When an employee is specifically directed by the Employer to work two (2) hours or longer at the end of his/her 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 they are called in to work on their regular day off, or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from their place of residence as a result of such additional hours of work, the employee will be reimbursed for the "reasonable cost" of such meal in accordance with Ordinance 111768. In order to receive reimbursement, the employee must furnish the Employer with a receipt for said meal no later than forty-eight (48) hours from the beginning of their next regular shift; otherwise, the employee will be paid twenty ($20.00) dollars in lieu of reimbursement for the meal.

5.7.1 To receive reimbursement for a meal under this provision the following rules will be adhered to:

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

(2) In determining "reasonable cost" the following will also be considered:

- The time period during which the overtime is worked;

- The availability of reasonably priced eating establishments at that time.

- The employee’s dietary needs.

(3) The Employer will not reimburse for the cost of alcoholic beverages or gratuities.

(4) 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 after completion of the overtime, the employee shall be paid a maximum of Twenty Dollars ($20.00) in lieu of reimbursement for the meal.

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

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

5.8 Standby Duty - Whenever an employee is placed on Standby Duty by the Employer, the employee will be available at a predetermined location to respond to emergency calls and when necessary, return immediately to work. Employees who are placed on Standby Duty by the Employer will be paid at rate of ten percent (10%) of the employee's straight-time hourly rate of pay. When an employee is required to return to work while on Standby Duty the Standby Duty pay will be discontinued for the actual hours on work duty and compensation will be provided in accordance with Section 5.6 Callback. An employee may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties.

5.9 Work Outside Of Classification - Whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a higher-paid position when the duties of the higher position are clearly outside the scope of an employee's regular classification for a period of three (3) 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. "Proper authority" will be a supervisor, manager or director directly above the position, which is being filled out of class, who has budget management authority of the work unit as determined by the Court Administrator. 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.

5.9.1 If an employee is assigned by proper authority or designee pursuant to Section 5.9 to perform the duties of a higher classification on a continuous basis in excess of sixty (60) consecutive calendar days, they will thereafter, while still assigned to the higher level, 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.

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

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

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.

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

5.9.5 Employees working outside of classification for training purposes as designated by the Employer will not be eligible for additional compensation as provided in Section 5.9.

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

5.10 Shift Premium -

An employee who is scheduled to work not less than four (4) hours of their regular work shift during the evening (swing) shift or night (graveyard) shift, will receive the following shift premiums for all scheduled hours worked during such shift.

SWING SHIFT	$1.25 per hour
GRAVEYARD SHIFT	$1.75 per hour

5.10.1 With the exception of paid sick leave, the above shift premium will apply to time worked as opposed to time off with pay and therefore, the premium will not apply to vacation, holiday pay, bereavement leave, etc. The shift differential will be paid to employees working overtime only if they work four (4) or more consecutive hours on the extra shift, in which case it will be paid for all hours of overtime work for that shift.

5.10.2 The swing shift period will encompass the hours from 4:00 p.m. to midnight. The graveyard shift period will encompass the hours from midnight to 8:00 a.m.

ARTICLE 6 – HOLIDAYS

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

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Indigenous Peoples' Day	Second Monday in October
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th
First Personal Holiday	
Second Personal Holiday	
Two Personal Holidays (0-9 years of service)	
Four Personal Holidays (10+ years of service)	

6.1.1 Employees who have completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (article 7.2) or 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 6.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

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

6.1.3 A regularly appointed 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 holiday 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.

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

6.3 Employees on pay status on or prior to February 12th will be entitled to use the First Personal Holiday as referenced in Section 6.1 during that calendar year. Employees on pay status on or prior to October 1st will be entitled to use the Second Personal Holiday as referenced in Section 6.1 during that calendar year.

6.3.1 The Personal Holiday 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.

6.4 An employee who is regularly scheduled to work on a holiday will be paid for the holiday at their regular straight-time hourly rate of pay and, in addition, they will receive one and one-half (1 1/2) times their regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the employee and the Employer, the employee may receive one and one-half (1 1/2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

6.5 All full-time employees will receive eight (8) hours of pay per holiday. Those employees whose work schedules consist of workdays in excess of eight (8) hours may use accrued vacation leave or compensatory time to supplement the holiday pay in order to receive pay for a full workday for a holiday. As an alternative, with supervisory and/or management approval, the employee may revert to a five (5) day, forty (40) hour schedule for the work week in which the holiday occurs, provided the reversion does not result in more than forty (40) hours of work in a work week requiring the payment of overtime.

ARTICLE 7 – ANNUAL VACATIONS

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

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

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

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

Effective sixty (60) calendar days after full ratification of this contract, the vacation accrual table will be as follows on a going-forward basis:

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

7.4 An employee who is eligible for vacation benefits will accrue vacation from the date of entering City service or the date upon which they became eligible and may accumulate a vacation balance which 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.

7.5 Employees may use accumulated vacation leave with pay after completing one thousand forty (1040) 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.

7.6 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 extensions will be filed with Seattle Human Resources Director. No extension of this grace period will be allowed.

7.7 The minimum vacation allowance to be taken by an employee will be one-half (1/2) of a day or, at the discretion of the Presiding Judge or designee, such lesser fraction of a day as will be approved.

7.8 An employee who leaves the City service for any reason will be paid in a lump sum for any unused vacation they have previously accrued.

7.9 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.

7.10 An employee granted an extended leave of absence which includes the next succeeding calendar year will be paid in a lump sum for any unused vacation they have previously accrued or, at the Employer's option, the employee will be required to exhaust such vacation time before being separated from the payroll.

Where the terms of this Section 7.10 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, 14.16 or related laws including CW 49.46.210 as it exists or may be hereafter modified, the ordinance will apply.

7.11 Where an employee has exhausted their sick leave balance, the employee may use vacation or personal holiday for further leave for medical reasons. Verification of such usage by the employee's medical care provider is not automatically required when an employee is absent up to two occasions or thirty-two (32) hours in a calendar year and the employee uses vacation and/or personal holiday in lieu of sick leave in a calendar year. Use of vacation and personal holiday in lieu of sick leave beyond two instances or thirty-two (32) hours in a calendar year is subject to verification by the employee's medical care provider. In all other instances, employees must use all accrued vacation prior to beginning a leave of absence, except that 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 leave of absence. Where the terms of this Section 7.11 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 or related laws including RCW 49.46.210. Nothing in this provision will in any way limit the application of Sections 8.1 and 8.1.1.1 of this Agreement.

7.12 The Presiding Judge 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.

ARTICLE 8 - LEAVES AND VEBA

8.1 Sick Leave – Sick leave will be defined as paid time off from work for a qualifying reason under Article 8.1 of this agreement. Employees will accumulate sick leave credit at the rate of point zero four six (.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 City 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:

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

2. 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

3. 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

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

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

6. 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 paragraph 5 and 6 must end before the first anniversary of the child's birth or placement.

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

8.1.2 Unlimited sick leave credit may be accumulated.

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

8.1.4 Change in position or transfer to another City department will not result in 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.

8.1.5 In order to receive paid sick leave for reasons provided in Article 14.1.1 -14.1.4, an employee will be required to provide verification that the employee's use of paid sick leave was for an authorized purpose, consistent with Seattle Municipal Code Chapter 14.16 and other applicable laws such as RCW 49.46.210. However, an employee will not be required to provide verification for absences of less than four consecutive days.

8.1.6 Conditions Not Covered - Employees will not be eligible for sick leave when:

- Suspended or on leave without pay and when laid off or on other non-pay status.
- Off work on a holiday.
- An employee works during their free time for an employer other than the City of Seattle and their illness or disability arises therefrom.

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

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

8.1.9 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. 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.

8.1.10 Claims to Be In 15 Minute Increments - Sick leave will be claimed in 15 minute increments to the nearest full 15 minute increment. A fraction of less than 8 minutes will be disregarded. Separate portions of absence interrupted by a return to work will be claimed on separate application forms.

8.1.11 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.

8.1.12 Rate of Pay for Sick Leave Used: An employee who uses paid sick leave will be compensated at the straight time rate of pay as required by Seattle Municipal Code 14.16, and other applicable laws such as RCW 49.46.210. For example, an employee who misses a scheduled night shift associated with a graveyard premium pay would receive the premium for those hours missed due to sick leave. For employees who use paid sick leave hours that would have been overtime if worked, the City will apply requirements of Seattle Municipal Code 14.16 and applicable laws such as RCW 49.46.210. See also Article 5.8 and 5.9.1 for sick leave use and rate of pay for out-of-class assignments and standby duties.

8.1.13 Sick Leave Transfer Program - Employees will be afforded the option to transfer and/or receive sick leave in accordance with the terms and conditions of the City's Sick Leave Transfer Program as established and set forth by City Ordinance..

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.

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

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

8.2.1 Bereavement Leave may be allowed for bereavement purposes and/or attendance at the funeral of any other relative as allowed by Seattle Municipal Code (SMC) 4.28.020. Such relatives will be determined as close relatives or relatives other than close relatives pursuant to the terms of SMC 4.28.020 for purposes of determining the extent of bereavement leave or sick leave allowable as provided for in Section 8.2. In the event SMC 4.28.020 is repealed in whole or in part by an initiative, the parties will renegotiate this provision in accordance with the terms of Article 21.

8.3 Emergency Leave, 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 "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.

8.4 Leaves of Absence - Requests for leaves of absence must be made by employees in writing to their manager. Such request will be reviewed and considered under the provisions of Chapter 4.26 of the Seattle Municipal Code (Family and Medical Leave) and Chapter 7 of the Personnel Rules. The Union will be provided a copy of correspondence or forms on which leave of absence requests are approved in writing when the leave extends for more than thirty (30) calendar days without pay.

8.5 Paid Parental Leave - SMC 4.29, Paid Family Care Leave, which includes “Bea’s Law” is here by incorporated by reference into this Agreement.

8.6 Jury Leave - Employees called to jury duty will be paid their regular base pay while on jury duty and for other court related reasons as allowed by City Ordinance.

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

8.8 Reinstatement - An employee who goes on leave does not have a greater right to reinstatement or other benefits and conditions of employment than if the employee had been continuously employed during the leave period.

8.9 Pay for Military Deployment

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. Pay for Deployed Military - A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted their 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.

8.10 VEBA

1. 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.

Contributions from Unused Paid Time off at Retirement
(Retirement Eligible Employees in Unit)

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

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

C. If the members of the bargaining unit who have met the criteria described in paragraph A above vote to require VEBA contributions from unused paid time off, then all members of the bargaining unit who are eligible to retire and those who become eligible during the life cycle of this contract 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, 2021 do not vote to require VEBA contributions from unused sick leave, members may either:

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

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 union that elects to require VEBA contributions for the benefit of its members assumes sole responsibility for insuring that the VEBA complies with all applicable laws, including, without limitation, the Internal Revenue Code, and agrees to indemnify and hold the City harmless for any taxes, penalties and any other costs and expenses resulting from such contributions.

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

ARTICLE 9 - INDUSTRIAL INJURY OR ILLNESS

9.1 Any employee who is disabled in the discharge of his duties and if such disablement results in absence from his/her 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 and sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.

9.1.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee will be compensated in full for the remaining part of the day of injury without effect to his/her 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 non-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 his/her regular duties (up to a maximum of eighty percent [80%] of the employee's normal hourly rate of pay per day) will be reinstated by Industrial Insurance 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 9.1. Such compensation will be authorized by the Seattle Human Resources Director or his/her designee with the advice of such employee's 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.

9.1.2 In no circumstances will the amount paid under these provisions exceed the normal take-home pay of an employee. This provision will become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.

9.1.3 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 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.

9.2 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 9.1. 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 9.1.

9.3 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.

9.4 Sick leave will not be used for any disability herein described except as allowed in Section 9.1.1.

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

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

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

ARTICLE 10 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

10.1 The following will define terms used in this Article:

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

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

10.1.3 Trial Service Period/Regular Subsequent Appointment - A twelve- (12) month trial period of employment of a regular employee beginning with the effective date of:

(1) a subsequent, regular appointment from one classification to a different classification;

(2) voluntary reduction, demotion or transfer to a classification that the employee has not successfully completed a probationary or trial service period; or

(3) rehire from a Recall List to a department other than that from which the employee was laid off.

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

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

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

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

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

10.2.2 An employee will attain regular employee status after having completed their probationary period unless the individual is dismissed under provisions of Section 10.3.

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

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

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

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

10.4.1 An employee who has been appointed from one classification to another classification within the same or different department and who fails to satisfactorily complete the trial service period will be reverted to a position within that department in the classification from which they were appointed.

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

10.4.3 An employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the Division Director or designee, the employee and the Union prior to expiration of the trial service period and subject to approval by the Presiding Judge. Notice of the decision to extend the trial service period will be filed with the Seattle Human Resources Director.

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

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

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

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

10.4.8 If an employee elects not to accept an offer of employment in a position essentially the same that the employee previously held, the employee's name will be removed from the Reversion Recall List and the employee's record will reflect a quit.

10.4.9 A reverted employee will be paid at the step of the range which they normally would have received had they not been appointed to another classification.

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

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

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

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

10.6 The probationary period will be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness, vacations, jury duty and military leaves will not result in an extension of the probationary period. However, if there are excessive absences, the Presiding Judge may extend an employee's probationary period to ensure the equivalent of a full twelve (12) months of actual service. Notice of the decision to extend the probationary period will be filed with the Seattle Human Resources Director.

ARTICLE 11 - TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL

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

11.1.1 Intra-departmental Transfers - The Employer may transfer an employee from one position to another position in the same class in their department without prior approval of the Seattle Human Resources Director.

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

(1) Transfer in the same class from one department to another.

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

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

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

An employee on the layoff transfer list who is not placed in another position prior to layoff will be eligible for placement on the reinstatement recall list pursuant to Section 11.4.

(4) Transfer, in lieu of layoff, may be made to a position in another class in the same or a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular employee or probationer is not displaced.

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

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

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

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

11.1.3 Regular part-time employees will have the first right of refusal for vacant, regular full-time positions in their work unit, provided the positions are to be filled and the employees submit written requests to be considered for the position(s). This option may be exercised only if the vacant, regular full-time positions are within the same job classification and working job title; that is, the job duties of the part-time and full-time positions are the same. The Presiding Judge or designee may refuse to approve a transfer request of an employee who is under written notice that their work performance is not satisfactory. Should two or more part-time employees request the transfer, the Presiding Judge or designee will conduct a competitive process in accordance with existing policies and procedures.

11.2 Voluntary Reduction - A regularly appointed employee may be reduced to a lower class upon their written request stating their reason for such requested reduction, if the request is approved by the Presiding Judge or designee and advance notice is provided to the Seattle Human Resources Director. Such reduction will not displace any regular employee or any probationary employee.

11.2.1 An employee so reduced will be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 11.3.5. Upon a showing that the reason for such voluntary reduction no longer exists, the Presiding Judge or designee may restore the employee to their former status with advance notice to the Seattle Human Resources Director.

11.3 Layoff - Layoff will be defined as the interruption of employment and suspension of pay of any regular or probationary employee because of lack of work, lack of funds or through reorganization. Reorganization when used as a criterion for layoff will be based upon a specific policy decision by legislative authority to eliminate, restrict or reduce functions or funds of a particular department.

11.3.1 Employees within a given class in a department will be subject to layoff in accordance with the following order:

(1) Temporary or intermittent employees not earning service credit;

(2) Probationary employees (except as their layoff may be affected by military service during probation);

(3) Regular employees in order of their length of service, the one with the least amount of service being laid off first.

11.3.2 The Employer may layoff out of the order set forth within Section 11.3.1 for the following reason:

Upon showing by the Court Administrator that the operating needs of the department require a special experience, training, or skill.

11.3.3 The Employer will notify the Union and the affected employee in writing at least two (2) weeks in advance whenever possible, when a layoff is imminent within the bargaining unit. However, in the event of a temporary layoff of less than fifteen (15) days, no advance notice need be provided to either the Union or the laid-off employee.

11.3.4 At the time of layoff, a regular employee or a promotional probationary employee will be given an opportunity to accept reduction to the next lower class in a series of classes in their department or they may be transferred as provided in Section 11.1.2(3). An employee so reduced will be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 11.3.5.

11.3.5 For purposes of layoff, service credit in a class for a regular employee will be computed in that class and will be applicable in the department in which employed as follows:

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

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

(3) Service credit will be given for previous regular employment of an incumbent in a position which has been reallocated and in which they have been continued with recognized standing.

(4) Service credit will be given for service prior to an authorized transfer.

(5) Service credit will be given for time lost during:

- Jury Duty;
- Disability incurred in line of service;
- Illness or disability compensated for under any plan authorized and paid for by the Employer;
- Service as a representative of a Union affecting the welfare of employees;
- Service with the armed forces of the United States, including but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

11.3.5.1 Service credit for purposes of layoff will not be recognized for the following:

(1) For service of a regular employee in a lower class to which they have been reduced and in which he/she has not had regular standing, except from the time of such reduction.

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

(3) For service of a regular employee while in a lower class prior to the time when they were transferred or promoted to a higher class.

11.4 Recall - The names of regular employees who have been laid off or when requested in writing by the Presiding Judge, probationary employees who have been laid off, will be placed upon a reinstatement recall list for the same class and for the department from which laid off for a period of one (1) year from the date of layoff.

11.4.1 Upon request of the Presiding Judge, the Seattle Human Resources Director may approve the certification of anyone on such a reinstatement recall list as eligible for appointment on an open competitive basis in the department requesting certification.

11.4.2 Anyone on a reinstatement recall list who becomes a regular employee in the same class in another department will lose their reinstatement rights in their former department.

11.4.3 Anyone accepting a permanent appointment in the class from which laid off and, in a department, other than that from which they were laid off will not be certified to their former department unless eligibility for that department is restored.

11.4.4 Refusal to accept permanent work from a reinstatement recall list will terminate all rights granted under this Agreement; provided however, no employee will lose reinstatement eligibility by refusing to accept appointment in a department other than the one from which the employee was laid off.

11.4.5 If a vacancy is to be filled in a given department and a reinstatement recall list for the classification for that vacancy contains the names of eligible employees who were laid off from that classification, the following will be the order of certification:

(1) Regular employees from the department having the vacancy in the order of their length of service. The regular employee on such list who has the most service credit will be first reinstated.

(2) Probationary employees laid off from the department having the vacancy without regard to length of service. The names of these probationary employees upon the reinstatement recall list will be certified together.

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

(4) Probationary employees laid off from the same classification in another City department and probationers on the layoff transfer list without regard to length of service. The names of these probationary employees upon the reinstatement recall list will be certified together.

The Employer may recall laid-off employees out of the order described above upon showing by the Presiding Judge or designee that the operating needs of the Court require such experience, training or skill. The Union agrees that employees from other bargaining units whose names are on the reinstatement recall list for the same classifications will be considered in the same manner as employees of this bargaining unit provided the Union representing those employees has agreed to a reciprocal right to employees of this bargaining unit. Otherwise, this Section will only be applicable to those positions that are covered by this Agreement.

11.4.5.1 The Employer reserves the right to implement a recall procedure for all employees in the non-uniformed classified service as described in Section 11.4.5, Subparts (1), (2), (3), and (4) on a Citywide basis. In the event and at such time that the Employer implements such a procedure on a Citywide basis, the procedure set forth in Section 11.4.5 will no longer be restricted only to those positions which are covered by this Agreement but will cover all positions within the non-uniformed classified service.

11.4.6 Nothing in this Article will prevent the reinstatement of any regular employee or probationary employee for the purpose of transfer to another department, either for the same class or for voluntary reduction in class as provided in this Article.

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

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

12.1 Medical, Dental, and Vision Care - Effective January 1, 2023, the Employer 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.

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

12.1.2 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. This Committee will decide whether to administer other City provided insurance benefits.

12.1.3 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.

12.1.4 The City will pay up to one hundred seven percent (107%) of the average City 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 one hundred seven percent (107%) will be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City will pay eighty-five percent (85%) of the excess costs in healthcare and the employees will pay fifteen percent (15%) of the excess costs in healthcare.

12.1.5 Effective January 1, 1999, a Health Care Rate Stabilization Fund will be established for utilization in the second year of the contract and beyond with initial funding in the amount of Three Hundred Thousand Dollars ($300,000). The initial funding will be in addition to any excess premium revenues or refunds that may become available and that are placed in the Rate Stabilization Fund. The Stabilization Fund is dedicated to either enhance medical, dental and vision benefits or help cover related costs.

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:

12.2.1 Commencing with the signing of this Agreement, 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.

12.2.2 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 (LTD) insurance 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 dollar ($667.00) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum $8,333.00 per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan will be further and more fully defined in the plan description issued by the Standard Insurance Company.

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

12.3.2 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; provided further, such cost will not exceed the maximum limitation on the Employer's premium obligation per calendar year as set forth within this Section.

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

ARTICLE 13 - RETIREMENT

13.1 Pursuant to Ordinance 78444 as amended, all 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 - GENERAL CONDITIONS

14.1 Union Visitation - The Union Representative may, after proper notification to the Court Administrator or the Human Resources Manager, visit the work location of employees covered by this Agreement at any reasonable time during working hours. The Union Representative will limit their activities during such visits to matters relating to this Agreement. Such visits will not interfere with work functions of the department. Court work hours will not be used by employees and/or the Union Representative for the conduct of Union business or the promotion of Union affairs other than stated above.

14.1.1 Where allowable and after prior arrangements have been made, the Employer may make available to the Union, meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the department.

14.2 Union Shop Stewards - Immediately after appointment of its shop steward(s), the Union must furnish the City Director of Labor Relations and the Court Administrator with a list of those employees who have been designated as shop stewards. Failure to do so will result in non-recognition by the Employer of the appointed shop stewards. Such list will also be updated as needed. Shop stewards will be regular full-time employees and will perform their regular duties as such but will function as the Union's representative on the job solely to inform the Union of any alleged violations of this Agreement and process grievances relating thereto. The shop steward will be allowed reasonable time, at the discretion of the Employer, to process contract grievances during regular working hours.

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

14.3 Bulletin Board - The Employer will provide bulletin board space for the use of the Union in an area accessible to employees covered by this Agreement; provided however, that said space will not be used for notices which are controversial or political in nature. All material posted by the Union will be officially identified as Public, Professional & Office-Clerical Employees and Drivers, Local Union No. 763.

14.4 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;

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

2. by payments from the employee spread over two (2) pay periods.

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

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

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

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

(1) Grant the employee's request, or

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

Any such interview(s) will occur within fifteen (15) working days of the onset of an investigation.

14.5.1 In construing this Section, it is understood that:

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

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

(3) The employee must make immediate arrangements for Union Representation when their request for representation is granted. As long as a Union representative is available to attend an investigatory interview, management is not required to postpone the interview to accommodate an employee's request for a specific Union representative.

(4) An employee will attend investigatory interviews scheduled by the Employer at reasonable times and reasonable places.

14.5.1.1 The Court will make every effort to complete disciplinary investigations within ninety (90) calendar days after the Court's discovery of an occurrence that may be grounds for discipline. When a disciplinary investigation cannot be completed within ninety (90) days, the Court will notify the Union of the reasons for needing additional time and the anticipated completion date of the investigation.

14.6 Disciplinary Actions – In order of increasing severity, disciplinary actions that the Court may take against an employee include verbal warning, written warning, suspension, demotion, and/or discharge. Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct.

14.6.1 In cases of suspension, demotion or discharge, the specified charges and duration, where applicable, of the action will be furnished to the employee in writing at the time the action became or becomes effective. An employee may be suspended for just cause pending a demotion or discharge.

14.6.2 A copy of disciplinary action notices involving suspension, demotion, or discharge will be sent to the Union at the time they are issued. However, failure to do so will not negate the disciplinary action.

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

A. Verbal warning,
B. Written reprimand,
C. Suspension,
D. Demotion, or
E. Termination

14.6.4 Which disciplinary action is taken depends upon the circumstances, including the seriousness of the employee's misconduct.

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

14.6.6 Discipline that arises as a result of a violation of workplace policies or City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence will not be subject to Article 14.6.5.

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

14.7.1 The Employer and the Union will meet periodically to discuss the utilization and effectiveness of Employer-sponsored training programs and any changes to same which pertain to employees covered by this Agreement. The Employer and the Union will use such meetings as a vehicle to share and to discuss problems and possible solutions to upward mobility of employees covered by this Agreement and to identify training programs available to employees covered by this Agreement.

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

14.8.1 Flexcar Program - 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 Union that is a member of the Coalition of City Unions, the parties agree to open negotiations to establish the elements of said program that are mandatory subjects of bargaining prior to program implementation.

14.8.2 Public Transportation and Parking - 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.

14.8.3 Parking Past Practice - In exchange for all of the foregoing, the Union hereby acknowledges and affirms 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.

14.9 Identification Badges - Picture identification badges may be issued to employees by the Employer, and if so, will be worn in a sensible but conspicuous place on the employee's person. The Employer will pay the replacement fee for a badge that is lost no more frequently than once in any eighteen (18) month period of time. Otherwise, if the badge is lost or mutilated by the employee, there will be a replacement fee of three dollars ($3.00) to be borne by the employee. The cost of replacing the badge damaged due to normal wear and tear will be borne by the Employer and will not be the responsibility of the employee.

14.10 Employee List - Once each calendar year, the Employer will provide the Union, upon its request, a list of employees within the bargaining unit, with the Court hire date, present classification and social security number of each employee.

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

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

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

14.13 Employee Discretionary Fund – A fund equivalent to twenty-one dollars ($21) per employee per year 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. Such fund will be administered by a bargaining unit labor-management committee for unbudgeted training, equipment and/or other job-related needs.

14.14 Supervisors 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 employees access to such files.

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

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

2. No more than an aggregate of one hundred fifty (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 Union will reimburse the City for the cost of said employee(s) time, including any associated overtime costs.

14.16 Mileage Reimbursement - An employee who is required by the City to provide a personal automobile for use in City business will be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes. The 2024 reimbursement rate is sixty seven cents (.67¢)for all miles driven in the course of City business.

The cents per mile mileage reimbursement rate set forth above will be adjusted up or down to reflect the current rate.

14.17 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.

14.17.1 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.

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

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

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

14.17.5 Safety Committee: The Union will be notified in advance and included in any processes that are used to determine employee membership on all departmental, divisional, and sectional Safety Committees. Union notification and engagement protocols will be facilitated through department labor management committees.

14.17.6 Citywide Health and Safety Committee - The Employer and the Coalition of City Unions ("CCU") shall form a City-wide health and safety committee. CCU member unions shall appoint no more than ten (10) members of the committee. The Employer shall appoint a maximum of 10 members to the committee. The committee shall convene at least quarterly. The Parties may meet more frequently by mutual agreement. Departmental Health and Safety Committee: Each City department will form joint safety committees in accordance with WISHA requirements at each permanent work location where there are eleven (11) or more employees. Where there is need, safety

committees may also be formed at division levels, and/or unit levels, however these shall not replace the departmental safety committee.

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

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

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

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

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

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

14.18 Ethical Standards for Court Employees - The Court and the Union 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.

14.19 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.

If the Court places an employee on a non-disciplinary unpaid leave solely because they have been denied access to the CJIS system and pending a just cause determination, the Court will not challenge any unemployment compensation claim filed by the employee unless and until the Court decides to take disciplinary action.

14.20 The Union and the City agree to the following:

A. For the duration of this agreement, the City and the Coalition agree to re-open each collective bargaining agreement, upon receipt by a Coalition Union of a demand by the City, for the following mandatory subjects of bargaining:

1. A re-opener on impacts of changes to the Affordable Care Act;

2. 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;

3. 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 Initiatives (RSJI) efforts; and

4. 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.

14.21 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.

14.22 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.

ARTICLE 15 - LABOR-MANAGEMENT COMMITTEES

15.1 Labor-Management Committee - The Employer and the Union will establish a joint Labor-Management Committee consisting of five (5) representatives of the Union, including the Business Representative, and five (5) representatives of the Employer, including the Director of Labor relations or their representative. The purpose of this Committee will be to deal with matters of general concern to the Union and the Employer, as opposed to individual complaints of employees; provided however, the Labor-Management Committee will function in a consultive capacity and will not be considered a collective bargaining forum nor a decision-making body. Either the Union representatives or the Employer representatives may initiate a discussion of any subject of a general nature affecting employees covered by this Agreement. The party requesting a meeting will do so in writing listing the issues to be discussed.

15.2 Labor-Management Leadership Committee - The Labor-Management Leadership Committee will be a forum for communication and cooperation between labor and management to support the delivery of high-quality, cost-effective service to the citizens of Seattle while maintaining a high-quality work environment for City employees. The management representatives to the Committee will be determined in accordance with the Labor-Management Leadership Committee Charter. The Coalition of City Unions will appoint a minimum of six (6) labor representatives and a maximum equal to the number of management representatives on the Committee. The Co-Chairs of the Coalition will be members of the Leadership Committee.

15.3 Employment Security - Labor and management support continuing efforts to provide the best service delivery and the highest quality service in the most cost-effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing workplace issues, including administrative and service delivery productivity, efficiency, quality controls, and customer service. Labor and management agree that in order to maximize participation and results from the Employee Involvement Committees ("EICs"), no one will lose employment or equivalent rate of pay with the City of Seattle because of efficiencies resulting from an EIC. In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate their rights under this employment security agreement.

15.4 Sick Leave Donation Program – A Labor Management Committee will be established for the purpose of proposing rules and procedures for a new program. The LMC will convene 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 agree to reopen each contract on this subject.

15.5 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.

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

Supplemental Leave Pay Utilization Process:

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

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

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

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

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

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

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

ARTICLE 16 - WORK STOPPAGES AND JURISDICTIONAL DISPUTES

16.1 Work Stoppages - The Employer and the Union 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 term of this Agreement, the Union and/or the employees covered by this Agreement will not cause or engage in any work stoppage, strike, slow down or other interference with Employer functions. Employees covered by this Agreement who engage in any of the foregoing actions may be subject to such disciplinary actions as may be determined by the Employer.

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

(1) A Union which contends a jurisdictional dispute exists will file a written statement with the Employer and other affected Unions describing the substance of the dispute.

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

ARTICLE 17 - RIGHTS OF MANAGEMENT

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

17.2 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the Employer, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the Employer's right to determine the methods, processes and means of providing municipal services; the right to increase, diminish or change operations, in whole or in part; the right to determine municipal equipment, including the introduction of any and all new, improved or automated methods or equipment; and the assignment of employees to a specific job within the bargaining unit in accordance with their job classification or title.

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

17.4 The Employer agrees that performance standards will be reasonable.

17.5 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 Presiding Judge, Prior to approval by the Presiding Judge to contract out work under this provision, the Union will be notified thirty (30) days prior to the start of any new contract or as soon as the department is aware of the need to contract the work. The Presiding Judge will make available to the Union 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 union(s). Based on the review, if the City and Union(s) determine(s) there is an ongoing need, the parties will, in good faith, collaboratively determine whether the circumstances warrant the proposal of additional regular positions.

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

ARTICLE 18 - SUBORDINATION OF AGREEMENT

18.1 The parties hereto and the employees of the Employer are governed by the provisions of applicable federal law, state law, and the City Charter. When any provision thereof conflicts with the provisions of this Agreement, the provisions of said federal law, state law, or City Charter are paramount and will prevail.

18.2 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 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 - GRIEVANCE PROCEDURE

20.1 Any dispute between the Employer and the Union concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement will be deemed a contract grievance.

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

20.1.1 Reclassification grievances will be processed per Section 20.10.

20.1.2 Grievances regarding suspension, demotion, and termination must be filed at Step 3 of the grievance procedure within thirty (30) calendar days of the Union's receipt of the discipline letter.

20.2 A contract grievance in the interest of a majority of the employees in the bargaining unit will be reduced to writing by the Union and may be introduced at Step 2 of the contract grievance procedure within thirty (30) calendar days of the alleged violation.

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

20.4 Failure by an employee or the Union to comply with any time limitation of the procedure in this Article will constitute withdrawal of the grievance; provided however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

20.5 Arbitration awards or grievance settlements 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.

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

20.6.1 Step 1 - A contract grievance will be verbally presented by the Union representative to the Manager of the aggrieved employee within twenty (20) business days of the alleged contract violation. The parties will make every effort to settle the contract grievance at this stage promptly. The Manager will verbally answer the grievance within ten (10) business days after discussion of the alleged contract grievance with the Union representative. If the grievance was presented by the employee, the Manager will also provide the Union with notification of the response to the grievance.

20.6.2 Step 2 - If the contract grievance is not resolved as provided in Step 1, or if the contract grievance is initially submitted at this Step pursuant to Section 20.2, it will be reduced to written form, which will include identification of the Section(s) of the Agreement allegedly violated and the violation. The Union will forward the written contract grievance to the Division Director with copies to the Court Administrator and Court Human Resources Manager within ten (10) business days after the Step 1 answer.

With Mediation

At the time the aggrieved employee and/or the Union Representative submits the grievance to the Division Director, the Union or the aggrieved employee or the Division Director may submit a written request for voluntary mediation assistance, with a copy to the Office of the Employee Ombud (OEO) Coordinator, the City Director of Labor Relations and the Union Representative. If the OEO Coordinator determines that the case is in line with the protocols and procedures of the OEO process, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, the OEO Coordinator or their designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Union Representative and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties 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 Union Representative. 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 Division Director and the Union Representative will be so informed by the OEO 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 Division Director and/or their designee will thereafter convene a meeting within ten (10) business days after receipt of notification that the grievance was not resolved through mediation between the Union Representative and aggrieved employee, together with the Human Resources Manager, Section Manager and any other members of management whose presence is deemed necessary to a fair consideration of the alleged contract grievance. The Division Director and/or their designee will give a written answer to the Union within ten (10) business days after the contract grievance meeting.

Without Mediation

The Division Director and/or their designee will thereafter convene a meeting within ten (10) business days between the Union Representative and aggrieved employee, together with the Court Administrator, Section Manager and any other members of management whose presence is deemed necessary to a fair consideration of the alleged contract grievance. The Division Director and/or their designee will give a written answer to the Union within ten (10) business days after the contract grievance meeting.

20.6.3 Step 3 - If the contract grievance is not resolved as provided in Step 2, the written contract grievance defined in the same manner as provided in Step 2, will be forwarded within ten (10) business days after the Step 2 answer to the City Director of Labor Relations and the Court Administrator, with copies to the Court Human Resources Manager and the Division Director. The City Director of Labor Relations and the Court Administrator will determine which entity, the Court or the City, has authority to resolve the grievance at Step 3. The Court and the City will resolve any conflict over which entity has authority to resolve a grievance in accordance with the Letter of Agreement between the Court and the City dated December 10, 2004, a copy of which has been provided to the Union. The timelines for Step 3 will be extended for up to 30 days, if necessary, to resolve any such conflict.

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

For grievances under Court authority, the Court Administrator or their designee will investigate the alleged contract grievance and, if deemed appropriate, they will convene a meeting between the appropriate parties within ten (10) business days. The Court Administrator will thereafter give the Union an answer in writing ten (10) business days after receipt of the contract grievance or the meeting between the parties, with a copy going to Labor Relation Director.

For grievances under City authority, The Director of Labor Relations or their designee shall investigate the grievance and they shall convene a meeting between the appropriate parties. They shall thereafter make a confidential recommendation to the affected department head who shall in turn give the Union a detailed answer in writing ten (10) business days after receipt of the grievance or the meeting between the parties.

20.6.4 Step 4 – Grievances under City Authority. If the contract grievance is not settled in Step 3, the Union may submit any grievance under City authority to arbitration within twenty (20) business days after the Employer's answer in Step 3. All grievances under Court authority are covered under Section 20.6.5 below.

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.

The notice of arbitration will be filed with the City Director of Labor Relations with copies to the Court Administrator, Presiding Judge and Court Human Resources Manager, and will include the following information:

- Identification of Section(s) of Agreement allegedly violated.
- Nature of the alleged violation.
- Question(s) which the arbitrator is being asked to decide.
- Remedy sought.

Within ten (10) business days thereafter, the City Director of Labor Relations or their designee will schedule a meeting or confer with the Union to select an arbitrator. If the Employer and the Union are unable to agree upon an arbitrator within five (5) business days after they first meet to determine such an appointee, the Union will request the Federal Mediation and Conciliation Service (FMCS) to provide a list of nine (9) arbitrators from which the parties may select one.

20.6.5 Step 4 – Grievances under Court Authority. If the contract grievance is not settled in Step 3, the Union may submit the grievance to arbitration within twenty (20) business days after the Employer's answer in Step 3.

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

The notice of arbitration will be filed with the City Director of Labor Relations and the Court Administrator, with copies to the Presiding Judge and Court Human Resources Manager, and will include the following information:

- Identification of Section(s) of Agreement allegedly violated.
- Nature of the alleged violation.
- Question(s) which the arbitrator is being asked to decide.
- Remedy sought.

Within ten (10) business days thereafter, the City Director of Labor Relations or their designee will schedule a meeting or confer with the Union to select an arbitrator. If the Court and the Union are unable to agree upon an arbitrator within five (5) business days after they first meet to determine such an appointee, the Union will request the Public Employment Relations Commission (PERC), Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association to provide a list of nine (9) arbitrators from which the parties may select one.

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

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

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

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

20.8.3 The cost of the arbitrator will be borne equally by the Employer and the Union. Each party will bear the cost of presenting its own case.

20.8.4 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.

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

20.10 A reclassification grievance will be initially submitted by the Union in writing to the Director of Labor Relations with a copy to the Court Administrator, and the Court Human Resources Manager. The Union will identify in the grievance letter the name(s) of the grievant(s), their current job classification, the proposed job classification, and any other relevant information that will explain why the position should be reclassified. After initial submittal of the grievance, the procedure will be as follows:

(1) The grievant(s) will be required to submit a completed Position Description Questionnaire (PDQ) to the Director of Labor Relations within ninety (90) calendar days of the filing of the grievance. If the PDQ is not submitted with ninety (90) calendar days, the grievance will be deemed withdrawn. Upon receipt of the PDQ, the Director of Labor Relations or designee will notify the Union of such receipt and will provide a date (not to exceed six (6) months from the date of receipt of the PDQ) when a proposed classification determination report responding to the grievance will be sent to the Union. The Director of Labor Relations will provide notice to the Union when, due to unforeseen delays, the time for the classification review will exceed the six (6) month period.

(2) The Court Administrator, upon receipt of the proposed classification determination report from the Director of Labor Relations, will respond to the grievance in writing.

(3) If the grievance is not resolved, the Union may within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution:

A. The Union may submit the grievance to binding arbitration per Section 20.6.4, or

B. The Union may request the classification determination be reviewed by the Classification Appeals Board. The Classification Appeals Board will then convene a hearing and the Board will make a recommendation to the Seattle Human Resources Director within forty-five (45) calendar days of the appeal hearing. The Director of Labor Relations or designee will respond to the Union after receipt of the Seattle Human Resources Director's determination. If the Seattle Human Resources Director affirms the Classification Board recommendation, that decision will be final and binding and not subject to further appeal. If the Seattle Human Resources Director does not affirm the Classification Appeals Board decision and the grievance is thereby not resolved, the Union may submit the grievance to arbitration per Section 20.6.4.

20.11 Property Interest Discipline Grievance

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

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

ARTICLE 21 – TEMPORARY EMPLOYMENT

21.1 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:

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

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

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.

3. Less than half-time assignment - For seasonal, on-call, intermittent or regularly scheduled work that may be ongoing or recur from year to year but does not exceed one thousand forty (1,040) hours per year except as provided by Personnel Rule 11.

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

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

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

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

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

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

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

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

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

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

21.3 Temporary Employment - Temporary employees will be exempt from all provisions of this Agreement except Article 21, Temporary Employment; Article 3; 5.1.2; 5.4; 8.1; 8.1.8.7; 8.2; 8.8; and Article 20, 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 20.

21.3.1 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 "A" 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 Article 4.3.1., 4.3.4., and 4.3.5.

21.3.2 Temporary Employee Premium Pay for 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.....05% premium pay

0521st hour through 1040th hour.....10% premium pay

1041st hour through 2080th hour.....15% premium pay (If an employee worked 800 hours or more in the previous 12 months, they will receive 20% premium pay)

2081st hour + ...20% premium pay (If an employee worked 800 hours or more in the previous 12 months, they will receive 25% premium pay)

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

21.3.2.1 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 Employer without a voluntary break in service as set forth within Section 21.3.8. 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 Employer may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.

21.3.2.2 The premium pay in Section 21.3.2 does not include either increased vacation pay due to accrual rate increases or the Employer'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.

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

21.3.3 Employee Medical And Dental Eligibility for 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, they may within ninety (90) calendar days thereafter elect to participate in the Employer'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 Employer, 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 hours worked requirement, a temporary employee will also be allowed to elect this option during any subsequent open 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 Employer medical and dental coverage and will not be able to participate again while employed by the Employer as temporary. If a temporary employee's hours of work are insufficient for their pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

21.3.4 Holiday Work for Non-Benefits Eligible Temporary Employees - A temporary employee who works on any of the specific calendar days designated by the Employer as paid holidays will be paid at the rate of one and one-half (1 1/2) times his/her 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.

21.3.5 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 employing department. 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 21.3.7.

21.3.6 Premium pay set forth within Section 21.3.2 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 21.3.2.2, 21.3.3, and 21.3.4. Further, temporary employees will be eligible for shift pay differential set forth in Section 5.10.1; and overtime meal reimbursement set forth in Section 5.7 (effective upon ratification of this agreement by both parties).

21.3.7 The Employer may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the Union, provide all fringe benefits covered by the premium pay set forth within Section 21.3.2 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 21.3.2 will no longer be applicable to that particular group of temporary employees. The Employer, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the Union, provide paid vacation 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 21.3.2 will be reduced by a percentage amount equivalent to the value of vacation and/or sick leave 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 Employer will not use this option to change to and from premiums and benefits on an occasional basis. The Employer may also continue to provide benefits in lieu of all or part of the premiums in Section 21.3.2 where it has already been doing so and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

21.3.8 The premium pay provisions set forth within Section 21.3.2 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 employee's break in service was voluntary.

21.3.9 The Employer may work temporary employees beyond one thousand forty (1040) regular hours within any twelve (12) month period; provided however, the Employer will not use temporary employees to supplant permanent positions. The Employer 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 21.3.2, or solely to avoid considering creation of permanent positions.

21.3.9.1 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 union that a labor-management meeting will take place within two (2) weeks for the purpose of discussing the status of filling the vacant position prior to one (1) year.

21.3.10 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a permanent position without a voluntary break in service greater than thirty (30) days will have their time worked counted for purposes of salary step placement (where appropriate). 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.

21.3.11 Temporary employees covered by this Agreement who have worked for the City for one thousand forty (1,040) hours, without a break in service are eligible to apply for all positions advertised internally.

ARTICLE 22 - SAVINGS CLAUSE

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

ARTICLE 23 - TERM OF AGREEMENT

23.1 All terms and provisions of this Agreement will become effective on January 1, 2023, or upon the signature date, whichever is later, unless otherwise specified elsewhere within this Agreement, and will remain in full force and effect through December 31, 2026. Any modifications requested by either party must be submitted to the other party on the first date mutually agreed upon to begin negotiations of a successor agreement and any modifications requested at a later date will not be subject to negotiations unless mutually agreed upon by both parties.

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

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.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES & DRIVERS, LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters

By

Chad Baker
Secretary-Treasurer

CITY OF SEATTLE
Executed Under Authority of
Ordinance No. 120757

By

Bruce Harrell
Mayor

Date: 04/11/2024

By

Presiding Judge Faye Chess

By

Shaun Van Eyk
Director of Labor Relations

APPENDIX A
to the
A G R E E M E N T
by and between
CITY OF SEATTLE/SEATTLE MUNICIPAL COURT
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763

January 1, 2023 through December 31, 2026

THIS APPENDIX is supplemental to that AGREEMENT by and between the CITY OF SEATTLE/SEATTLE MUNICIPAL COURT, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A.1 Effective January 4th, 2023, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix will be as follows:

	HOURLY RATES OF PAY				
	Step 1	Step 2	Step 3	Step 4	Step 5
Actg Tech Supv-MC	35.32	36.74	38.09	39.54	
Admin Support Supv-MC	34.46	35.84	37.28	38.65	
Court Cashier Supv	33.66	35.00	36.32	37.75	39.23
Court Clerk Supv	35.93	37.35	38.85	40.29	41.82

A.2 Effective January 4th, 2024 , the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix will be as follows:

	HOURLY RATES OF PAY				
	Step 1	Step 2	Step 3	Step 4	Step 5
Actg Tech Supv-MC	37.95	39.47	40.92	42.48	
Admin Support Supv-MC	38.00	39.53	41.12	42.63	
Court Cashier Supv	36.65	38.11	39.55	41.10	42.71
Court Clerk Supv	39.13	40.67	42.30	43.87	45.53

A.3 Effective January 4th, 2025, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix will be as follows:

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 4.2 through 4.2.2, and any discrepancies will be governed by those Articles.

	HOURLY RATES OF PAY				
	Step 1	Step 2	Step 3	Step 4	Step 5
Actg Tech Supv-MC	38.44	39.99	41.46	43.04	
Admin Support Supv-MC	38.96	40.53	42.15	43.71	
Court Cashier Supv	37.35	38.84	40.31	41.89	43.54
Court Clerk Supv	39.88	41.45	43.12	44.72	46.41

A.4 The rates are illustrative of the increases that are provided for in Articles 4.2, 4.2.1, 4.2.2 and 4.2.3. Any discrepancies will be governed by Articles 4.2, 4.2.1, 4.2.2 and 4.2.3.

APPENDIX B

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

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 and the Seattle Municipal Court have formed a coalition (herein referred to as "Coalition of Municipal Court 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 Municipal Court 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 Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 763; the Seattle Municipal Court Marshals' Guild.

Background

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

bargain regarding the impacts and effects of the *Janus v. AFSCME* Supreme Court decision.

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

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

Agreements

Section A Amended Union Dues and Membership Language

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

Article X - Union Engagement and Payroll Deductions

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

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

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

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

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

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

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

The Parties further agree:

1. Member Training: During each year of this agreement a Union's principal officer may request that Union members be provided with at least eight (8) hours or one (1) day, whichever is greater, of paid release time to participate in member training programs sponsored by the Union. The Parties further agree that the release of employees shall be three (3) employee representatives per each Union in an individual Department; or two percent (2%) of a single Union's membership per each department, to be calculated as a maximum of two percent (2%) of an individual Union's membership in that single department (not citywide), whichever is greater. The approval of such release time shall not be unreasonably

denied for arbitrary and/or capricious reasons. When granting such requests, the City will take into consideration the operational needs of each Department. At its sole discretion, the City may approve paid release time for additional employee representatives from each Department on a case-by-case basis.

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

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

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

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

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

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

FOR THE CITY OF SEATTLE:

~~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

APPENDIX C

This Memorandum of Agreement (MOA) is by and between THE CITY OF SEATTLE MUNICIPAL COURT, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE – CLERICAL EMPLOYEES AND DRIVERS – UNION NO.763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

The parties agree to the following method to address vacation scheduling for Supervisors represented by Local 763. It is understood and agreed by and between the Employer and the Union that Section 7.12 (vacation scheduling) of the Labor Agreement will be administered as follows:

Employees will submit requests for Vacation, Personal Holidays and Compensatory Time to the Court Unit Manager or, in those units without a Manager, a Division Director between November 1 and November 15 for the following year. If the number of employees requesting a specific period of time exceeds the number that can be approved, within one (1) week after vacation requests are due, the requested times will be posted so that the employees may, among themselves, if they choose, resolve the vacation scheduling conflicts. Adjustments must be agreed upon among employees and notice given to the Manager or Director within one (1) week after posting. The Unit Manager or Director will then, within one (1) week, post a final vacation schedule incorporating the adjustments agreed upon among employees or they will approve or deny requests. Each work unit will develop a procedure for equitable allocation of vacation within the year from year to year.

The Court Unit Manager or Division Director may consider vacation requests submitted outside of the normal submission period for the subsequent calendar year. In these situations, all affected employees will be considered prior to a final determination.

APPENDIX D

Work Life Support Committee (WLSC)

Side Letter of Agreement – 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.