

**AGREEMENT**  
**BY AND BETWEEN**  
**THE CITY OF SEATTLE**  
**AND**  
**THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY**  
**EMPLOYEES**  
**LOCAL 21PA, AFSCME, AFL-CIO**

**LAW DEPARTMENT**  
**ASSISTANT CITY PROSECUTORS**  
**IN THE CRIMINAL DIVISION**

| Effective through January 1, ~~2015~~2019, through December 31, ~~2018~~2021

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## **PREAMBLE**

THIS AGREEMENT is between the City of Seattle (hereinafter called the “City”) and the Washington State Council of County and City Employees, Local 21PA, AFSCME, AFL-CIO (hereinafter called the “Union”) for the purpose of setting forth the mutual understanding of the Parties as to wages, hours, and other conditions of employment of those employees employed by the City Attorney in the City Attorney’s Office (CAO) also referred to as the Law Department for whom the City has recognized the Union as the collective bargaining representative.

Whenever words denoting gender are used in this Agreement, they are intended to apply equally to either-any gender.

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**NONDISCRIMINATION STATEMENT**

The City and the Union agree that neither Party will unlawfully discriminate against any employee because of race, color, age, sex, marital or military status, sexual orientation, political ideology or affiliation, creed, religion, ancestry, national origin, participation or lack of participation in Union activities, or the presence of any sensory, mental, or physical disability, unless based on a bona fide occupational qualification to the extent allowed by applicable law.

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**ARTICLE 1 – RECOGNITION, ~~AND BARGAINING UNIT,~~ AND TEMPORARY EMPLOYMENT**

- 1.1 The City hereby recognizes the Union as the exclusive collective bargaining representative for collective bargaining purposes of all regular full-time, ~~and part-time,~~ and temporary Assistant City Prosecutors of the City of Seattle in the Criminal Division of the City Attorney’s Office, excluding supervisors, confidential employees, and all other employees.
- 1.2 The terms “employee,” “Assistant City Prosecutor” and “~~Union bargaining unit member~~” shall not be defined to include ~~temporary employees~~, interns, externs, or volunteers.
- 1.3 The Parties recognize that providing opportunities for law students and attorneys to serve as interns, externs, and volunteers is a valuable service, both to the legal community and to the City. The Law Department therefore retains the right to use interns, externs, and volunteers to the extent it deems appropriate.
- 1.4 The term “temporary employee” shall mean an employee who is employed in a temporary assignment of one of the following types:
- A. Position Vacancy: An interim assignment for up to one (1) year to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent.
  - B. Incumbent Absence: An interim assignment for up to one (1) year to perform work associated with a regularly budgeted position when the incumbent is temporarily absent.
  - C. Less than half-time assignment: For seasonal, on-call, intermittent or regularly scheduled work that normally does not exceed one thousand forty (1,040) hours per year except as provided by Personnel Rule 11.
  - D. Short-term assignment: An assignment of up to one (1) year to perform work in response to emergency or unplanned needs such as peak workload, special project, or other short-term work that does not recur and does not continue year to year.
  - E. Term limited assignment: An assignment to perform time-limited work of more than one (1) but not more than three (3) years for:
    - 1. Special time-limited project work that is clearly outside the routine work performed in the department and that requires skills and qualifications that are not typically used by the department; or,
    - 2. Replacement of a regularly appointed employee who is assigned to special time-limited project work.

3. Replacement of a regularly appointed employee whose absence of longer than one (1) year is due to disability time loss, military leave of absence, or authorized absence for medical reasons.
- 1.5 Temporary employees shall be exempt from all provisions of this Agreement except Sections 1.4; 1.5; 1.6; 1.7; 1.8; 3; 6.10; 7.1; 7.2; 7.3; 7.4; 7.5; 11.1; 11.1.1; 11.2; 11.3; 11.4; 11.5; 11.6; 11.7; 11.8; Article 15 Grievance Procedure; and Appendix A, provided however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section.
- 1.6 The utilization and management of temporary assignments shall be subject to the provisions of Personnel Rule 11–Temporary Employment. Where the provisions in Personnel Rule 11 do not conflict with the expressed provisions of this Agreement, Personnel Rule 11 shall apply and be subject to the grievance procedure as provided for in Article 15.
- 1.7 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a regular position in a step progression pay program without a break in service greater than thirty (30) days shall have their temporary service counted towards salary placement provided the service was in a job title corresponding to the same or higher classification in the same series as the regular appointment.
- 1.8 Temporary employees covered by this Agreement are eligible to apply for all positions advertised internally.

## **ARTICLE 2 – RIGHTS OF MANAGEMENT**

2.1 **Retained Rights:** The management of the Law Department and its employees are vested by the City Charter exclusively in the City Attorney. Except where limited by an express provision of this Agreement, the City Attorney has the sole right to manage and direct all operations of the Law Department and to control its budget in an effective manner. A nonexclusive listing of examples of such rights includes the rights:

- A. To appoint, hire, assign, transfer, promote, discipline, or discharge employees;
- B. To determine the methods and personnel necessary for providing services of the Law Department, including the creation and execution of policy; changes in the exercise of prosecutorial discretion; increase or diminution or change of operations and the introduction of any new, improved, or automated methods or equipment;
- C. To set standards of work performance and to evaluate work performance;
- D. To determine work schedules and the location of work assignments and offices;
- E. To contract for any and all services on the basis of 1) the need for specialized expertise, 2) cost savings to the City, or 3) workload(s) above the capacity of the work force. Before contracting for bargaining unit work, the Department will normally provide thirty (30) calendar days' notice to the Union, which shall include a description of the services to be performed and an explanation of the reason(s) for the action.
- F. To temporarily assign employees to a specific job or position outside the bargaining unit or out-of-class;
- G. To assign attorneys from other Law Department units to perform work in the Criminal Division on an emergency or temporary basis not to exceed six (6) months unless a longer period of time is mutually agreed upon, without incurring any obligation of the City or of the assigned employee to the Union subject to Article 1; and
- H. To take actions necessary in emergencies to assure the proper functioning of the Law Department.



2.2 **Notice and Opportunity to Bargain:** The City Attorney or designee will notify the Union Staff Representative and Local President of changes to wages, hours, or working conditions prior to implementation. The Union may agree to the changes or may give notice to the City Attorney or designee of its intent to negotiate the changes or their effect prior to implementation. The Union will give such notice within thirty (30) calendar days of receiving notice of the changes from the City Attorney or designee. The City Attorney or designee may assume that the changes are acceptable to the Union if no demand for bargaining is made within that time. If a demand to bargain is made within that timeframe, the parties will commence negotiations in a timely manner.

2.3 The City Attorney specifically agrees that prior to requiring employees to collect DNA evidence, the Union will be notified and upon request of the Union, the City will bargain the impacts of the assignment prior to implementation.

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## **ARTICLE 3 – UNION SECURITY ENGAGEMENT and PAYROLL DEDUCTIONS**

- 3.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved.~~The Union has the right to encourage all employees in the bargaining unit to become and remain members in good standing of the Union, and the Union accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status.~~
- 3.1.1 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 City shall deduct from the paycheck of each employee who has so authorized it the regular dues uniformly required of members of the Union, or an agency fee. The amounts deducted shall be transmitted to the Union on behalf of the employees involved on the payday following each pay period. Authorization by the employee shall be on a form approved by the parties and may be revoked by the employee upon request.~~
- 3.1.2 The Union agrees to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that arise against the City for deducting dues from Union members pursuant to this Article, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees. ~~On or before the date of employment within the bargaining unit the City shall, on a standard written form, inform each individual so employed of his or her inclusion within the bargaining unit.~~
- 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. Within thirty (30) calendar days of the first day of employment for each individual so employed the City shall, on a standard written form, notify the Union of the following information: name, address, job classification, job location, and date of hire 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.~~All employees covered by this Agreement who voluntarily are, or who voluntarily become, members of the Union in good standing on or after the date of signing of this Agreement or the date of commencement of employment with the City, whichever is the later date, shall,~~

~~subject to the requirement of applicable law, remain members of the Union during the term of this Agreement.~~

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. It is recognized that proper negotiations and administration of negotiated agreements entail expense which is appropriately shared by all employees within the bargaining unit. To this end, each employee within the bargaining unit will be required, as a condition of employment, to pay to the Union the regular monthly dues uniformly required of members, or shall pay an amount determined by the Union in compliance with the requirements of applicable law to the Union as an agency fee. This obligation (as a condition of employment) shall commence thirty (30) calendar days following the employee's date of hire or thirty (30) calendar days following the effective date of this Agreement, whichever is later.~~

3.3.1 ~~At least five (5) business days before the date of the NEO, the City shall provide the Union with a list of names of the bargaining unit members attending the Orientation. Employees covered by this Agreement who have a religious objection to Union membership that satisfies the religious exemption criteria set forth in applicable law shall pay an amount equivalent to regular Union dues and/or agency fees to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.~~

3.4 ~~The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law. Failure by an employee to abide by the afore-referenced provisions shall constitute reason for discharge of such employee; provided, however, it shall be the responsibility of the Union to notify the City in writing when it is seeking discharge of an employee for noncompliance with sections 3.5 and 3.6 of this Article. When an employee fails to fulfill the Union security obligations set forth within this Article, the Union shall forward a "Request for Discharge Letter" to the City Attorney with copies to the affected employee and the City Director of Labor Relations. Accompanying the Discharge Letter shall be a copy of the letter to the employee from the Union explaining the employee's obligation under Article 3.~~

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

3.6 New Employee and Change in Employee Status Notification: The City shall supply the Union with the following information on a monthly basis for new employees:

A. Name

B. Home address

C. Personal phone

D. Personal email (if a member offers)

E. Job classification and title

F. Department and division

G. Work location

H. Date of hire

I. FLSA status

J. Compensation rate

~~The “Request for Discharge Letter” shall specifically request the discharge of the employee for failure to abide by sections 3.5 and 3.6 of Article 3, but provide the employee and the City with thirty (30) calendar day’s written notification of the Union’s intent to require discharge, during which time the employee may make restitution in the amount which is overdue. Upon receipt of the Union’s request, the City Attorney or designee, shall give notice in writing to the employee, with a copy to the Union and the City Director of Labor Relations, that the employee faces discharge upon the request of the Union at the end of the thirty (30) calendar day period noted in the Union’s “Request for Discharge Letter” and that the employee has an opportunity before the end of said thirty (30) calendar day period to present to the City Attorney any information relevant to why the City Attorney should not act upon the Union’s written request for the employee’s discharge.~~

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

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

3.7 Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of their the Union’s dues authorization rules.~~In the event the employee has not yet fulfilled the obligation set forth within the aforementioned sections of this Article within the thirty (30) calendar day period noted in the Request for Discharge Letter, the Union shall thereafter reaffirm in writing to the City Attorney,~~

~~with copies to the affected employee and the City Director of Labor Relations, its original written request for discharge of such employee. Unless sufficient legal explanation or reason is presented by the employee why discharge is not appropriate or unless the Union rescinds its request for the discharge, the City Attorney shall, as soon as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the Union security obligation within the thirty (30) calendar day period, the Union shall so notify the City Attorney in writing, with a copy to the City Director of Labor Relations and the affected employee. If the Union has reaffirmed its request for discharge, the City Attorney shall notify the Union in writing, with a copy to the City Director of Labor Relations and the affected employee, that the City has effectuated the discharge and the specific date such discharge was effectuated, or that the department has not discharged the Employee, setting forth the reason why it has not done so.~~

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

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

See also Appendix B.

~~3.11 The Union will administer the provisions of this Article with regard to membership of employees in accord with its obligations under the law. Any disputes brought by an employee solely concerning the amount of dues or fees and/or the responsibility of the Union to the employees covered by this Agreement shall not be subject to the grievance and arbitration procedures set forth in this Agreement.~~

~~3.12 The Union agrees to indemnify and save harmless the City from any and all liability arising from disputes concerning this Article provided this indemnity and/or save harmless shall not apply to any negligence or wrongful act of the City in administering its obligations under this Article.~~

**ARTICLE 4 – LABOR-MANAGEMENT COMMITTEE**

The Union and the City Attorney agree to hold labor-management meetings as necessary. A meeting may be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this Agreement. The purpose of labor-management meetings is to deal with matters of general concern to both the Union and management.

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**ARTICLE 5 – PERFORMANCE EVALUATIONS,  
PERFORMANCE MANAGEMENT, AND REPRESENTATION**

- 5.1 The City Attorney or designee may provide performance expectations to employees orally or in writing at any time.
- 5.2 **Performance Evaluations:** The Law department is committed to assisting employees in meeting performance expectations and will provide employees feedback regarding their performance through formal performance reviews, informal discussions, and letters of expectation as needed. The performance of every employee will be evaluated annually near the end of the calendar year using the criteria generally applied to Assistant City Prosecutors and on a standard evaluation form used by the Law Department for such attorneys.
- 5.3 Employees who in the judgment of the City Attorney have failed to comply with established expectations may be suspended or discharged from employment. If an employee is required to attend a meeting the employee reasonably believes could lead to suspension or discharge from employment, the employee shall have the right to be accompanied by a representative of the Union. If an employee desires representation for such a meeting, the employee must notify the City Attorney or designee. The employee will be allowed a reasonable period of time to secure representation.
- 5.4 Prior to such meeting, the employee will be provided sufficient information to reasonably determine the nature of the meeting and the issue(s). Employees shall be advised as to the outcome of such a meeting within a reasonable period of time.
- 5.5 No employee shall be suspended or discharged from employment without first being provided written notice of the reason(s), including the information upon which the action is being contemplated, and an opportunity to meet with the City Attorney prior to a final determination in order to provide any information the employee wishes to provide regarding the action being contemplated. The employee may submit any information the employee deems relevant. If requested by the employee, such information will be placed in the employee's personnel file.
- 5.6 The City and the Union agree that it is in their mutual interests to maintain the confidentiality of such proceedings to the extent that circumstances may reasonably allow, and to complete such proceedings as expeditiously as circumstances allow.
- 5.7 The right to representation shall not extend to discussions with an employee in the normal course of business, such as giving instructions, assigning or evaluating work, informal discussions, delivery of paperwork, staff, or work unit meetings, or other routine communications with an employee.

- 5.8 Nothing in this Agreement is intended to limit or modify an employee’s status as an at-will employee of the Law Department.

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## **ARTICLE 6 – WAGES, TRANSIT BENEFIT, AND TRAVEL EXPENSES**

6.1 **Salary Upon Hire:** The City Attorney or designee shall have sole discretion to place newly hired employees at a step within the Step Progression Pay Program or at a level in the Discretionary Pay Program commensurate with the new employee's knowledge, skills, years of experience and assigned duties and responsibilities.

6.1.1 New employees placed in the Step Progression Pay Program shall normally be placed at Step 1. For employees not placed at Step 1, the department shall use a Step Placement Exception form to document the factors considered in determining the step placement of the employee. Step Placement Exception forms will be retained by the department.

6.2 **Wage Rates**~~Step Progression and Discretionary Pay Programs:~~ The salary range and steps of the Step Progression Pay Program, and the minimum and maximum range of the Discretionary Pay Program are set forth in Appendix A.

6.2.1 Effective December ~~31, 2014~~26, 2018, wage rates shall be according to Appendix A of this agreement, which will be increased by .5% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2016 through June 2017 to the period June 2017 through June 2018, minimum 1.5%, maximum 4%.~~includes a 2.0% increase and a 3.5% salary adjustment.~~

6.2.2 Effective December ~~30, 2015~~25, 2019, wage rates will be increased by 1.0% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2017 through June 2018 to the period June 2018 through June 2019, minimum 1.5%, maximum 4%.~~shall be according to Appendix A of this agreement, which includes a 2.0% increase.~~

6.2.3 Effective ~~December 28, 2016~~January 6, 2021, wage rates will be increased by 1% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2018 through June 2019 to the period June 2019 through June 2020, minimum 1.5%, maximum 4%~~wage rates shall be according to Appendix A of this agreement, which includes a 2.5% increase.~~

6.2.4 ~~The base wage rates referenced above shall be calculated by applying the appropriate percentage increase to base hourly rates or as otherwise provided for herein. The rates in each Appendix are understood to be illustrative of the increases provided in Articles 4.1.1 through 4.1.3, and any discrepancies shall be governed by those Articles. Effective December 27, 2017, wage rates shall be according to Appendix A of this agreement, which includes a 2.75% increase.~~

6.3 **Advancement within the Step Progression Pay Program:** Employees will automatically advance to the next Step of the Step Progression Pay Program up to Step 6 upon completion of twelve (12) months of actual service at their current Step, provided the employee's initial or most recent annual performance appraisal reflects "meets expectations" or higher-level performance in a majority of rating categories.

A. Actual service shall be defined as one month's service for each month of full-time regular employment, including paid absences. In determining actual service for advancement in salary step, absence due to sickness or injury (or other protected basis for leave under SMC 14.16 or other laws including RCW 49.46.210) for which the employee does not receive compensation may at the discretion of the City Attorney or designee ~~shall have discretion to credit unpaid absences due to sickness or injury be credited~~ at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may be credited at the rate of fifteen (15) calendar days per year at the discretion of the City Attorney or designee.

B. Salary increases based on actual service shall become effective on the first day following the employee's completion of the time of actual service.

6.4 **Assignment to and Advancement within the Discretionary Pay Program:** The City Attorney or designee shall have sole discretion to increase the salary of individual employees to, or within, the Discretionary Pay Program based on the assignment of increased and/or specialized duties and/or responsibilities, recruitment and/or retention, desirable expertise and/or experience, and/or the need for market adjustments determined necessary to address such needs. Increased and/or specialized duties and/or responsibilities shall be defined as duties and/or responsibilities that exceed those typically expected of or assigned to a journey-level employee, such as lead duties and/or responsibilities or training and/or mentoring of new employees.

6.5 **Movement from the Discretionary Pay Program to the Step Progression Pay Program:** In the event the City Attorney or designee determines that an employee in the Discretionary Pay Program will no longer be assigned increased and/or

specialized duties or responsibilities as defined in section 6.4, the salary of such employee may be reduced to Step 6 of the Step Progression Pay Program.

**6.6 Transit Subsidy and ~~Payroll Deduction of Parking Costs~~:**

A. The City shall provide a transit subsidy benefit consistent with SMC 4.20.370 as amended ~~and~~.

B. ~~The City~~ will continue to provide payroll deduction for the payment of an employee's share of costs for parking in a City-owned facility so that such costs may be paid pre-tax consistent with and subject to applicable City and IRS rules and regulations.

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

**6.7 Travel Expenses:** When traveling outside the City at the direction of the City Attorney or designee, employees shall be reimbursed for:

A. Actual expenses incurred for registration fees for conventions, seminars, or similar events.

B. Actual expenses incurred, or the standard mileage rate set by the Seattle Human Resources Director, if reimbursement for mileage does not exceed the round-trip coach-class airfare of a common carrier.

C. Actual expenses incurred for meals when travel outside the City is not a routine or normal part of the employee's job and the reimbursement does not exceed the amount established by the City's Finance Director.

D. Actual expenses for automobile rental or other local transportation.

E. Actual necessary expenses for lodging, if costs do not exceed the amount set by the City's Finance Director.

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

**6.8 Retirement and Deferred Compensation Program:**

A. Employees are eligible to become members of the Seattle City Employees Retirement System (SCERS) as provided in Ordinance 78444, as

amended, and may participate in the City of Seattle’s Deferred Compensation Plan as provided in SMC 4.38.010 as amended, and applicable City and IRS rules and regulations.

- B. Effective January 1, 2017 consistent with Ordinance No. 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017. Employees hire on or after shall be eligible to become members of SCERS II and may participate in the City of Seattle’s Deferred Compensation Plan as provided in SMC 4.38.010 as amended and applicable City and IRS rules and regulations.

6.9 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.

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

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

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

## **ARTICLE 7 – HOURS OF WORK, OCCASIONAL ABSENCES, WEEKEND AND HOLIDAY WORK, AND INCLEMENT WEATHER**

- 7.1 As attorneys, Assistant City Prosecutors are exempt from the federal Fair Labor Standards Act (FLSA) and the Washington Minimum Wage Act. It is anticipated that employees will frequently find it necessary to work in excess of forty (40) hours per week. Employees shall fulfill their professional responsibilities with no expectation of overtime compensation and are allowed discretion in structuring their workday to ensure that they can fulfill those responsibilities.
- 7.2 **Occasional Absences of Less than Four Hours:**
- A. Employees are not required to use paid leave for occasional absences of four (4) hours or less during a workday and shall be paid their regular salary despite such absence.
  - B. Employees must notify their supervisor in advance of such absences and must schedule such absence to cause the least impact on the department and the employee's ability to produce his or her expected work outcomes.
  - C. In order to meet the needs of the department, employee work outcomes, or where such absences are no longer deemed occasional, employees may be denied permission for such absence or required to reschedule the absence at the discretion of his/her/their supervisor.
- 7.3 **Weekend and Holiday Court Calendars:**
- A. The process for the selection by bargaining unit members of the dates they will provide coverage for weekend and holiday Court calendars shall be addressed by the Parties in a Memorandum of Agreement (Agreement) signed by the City Attorney or designee and a designated official of the Union. Such Agreement must be read in conjunction and administered consistent with the provisions of this Article.~~The Chief of the Criminal Division or designee will normally seek volunteers to work weekend and holiday Court calendars at least thirty (30) calendar days in advance of the need for weekend or holiday work. If there are insufficient volunteers by two weeks before the date on which work must be done, the Chief or designee will assign employees for such work.~~
  - B. Weekend Court Calendars: Except for employees assigned to work weekend Court calendars as a part of their regular work schedule or alternative work arrangement (AWA), any employee who works a weekend Court calendar and who has not otherwise adjusted their work hours in that pay period shall receive eight (8) hours of compensatory time for work performed on duties directly related to that specific weekend Court calendar.

- C. Holiday Court Calendars: Employees assigned to work a holiday Court calendar shall receive twelve (12) hours of compensatory time for work performed on duties directly related to that specific holiday Court calendar,
- D. Weekend Meetings: Except for employees whose regular work schedule includes a weekend day, employees required to attend a weekend meeting not related to their normal ongoing duties (e.g., a staff retreat), are eligible to receive eight (8) hours of compensatory time at the discretion of the Criminal Division Chief.
- E. Compensatory time may be accumulated to a maximum of forty (40) hours and in no event shall an employee's total accumulation of compensatory time exceed forty (40) hours except at the discretion of the City Attorney or designee.
- EE. Except at the discretion of the City Attorney or designee as provided in section 7.3.ED, when an employee who has reached the maximum accumulation of compensatory time is required or volunteers to work a weekend or holiday Court calendar, that employee shall receive no additional compensatory time, or shall only be eligible to receive the difference between the employee's current balance and the forty (40) hour maximum.
- GF. Compensatory time earned for working weekend or holiday Court calendars is not compensation for additional hours worked. Article 7.3 provides a method for employees to document such time worked so that employees may request time off later in exchange for having worked a weekend day or a holiday, and for the department to track such time earned and used. Such compensatory time earned shall have no cash or monetary value and shall not be cashed out under any circumstance.
- HG. Employees must use the City's Employee Self-Serve timekeeping system and the appropriate codes within the system to report compensatory time earned and used.
- IH. Absences for which an employee intends to request compensatory time shall be subject to the department's normal requesting and approval requirements consistent with all categories of leave.
- JJ. ~~Compensatory time must be used before vacation leave except where to do so would cause the loss of vacation leave.~~ Compensatory time may be used in lieu of sick leave at the discretion of the City Attorney or designee. Employees may be required to provide certification from a health care provider that an absence of more than three (3) continuous days for which compensatory time in lieu of sick leave is requested, was due to a health-related reason.



7.4 **Inclement Weather:** The discretion employees are allowed to structure their workdays in order to fulfill their professional responsibilities includes during inclement weather. Employees should use their own good judgment in the event of heavy snowfall or ice conditions. Except for sick leave, employees may request paid leave for absences due to inclement weather.

7.5 **Emergency Leave:** One (1) day or a portion thereof per Agreement year without loss of pay may be taken off subject to approval of the City Attorney or designee when it is necessary that the employee be immediately off work to attend to one of the following situations, either of which necessitates immediate action on the part of the employee:

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

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

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

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

## **ARTICLE 8 – HOLIDAYS**

8.1 The City observes ten (10) official holidays and up to (4) four personal holidays. The following days or days in lieu thereof shall be recognized as paid holidays.

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	4th Friday in November
Christmas Day	December 25th
Two Personal Holidays	0-9 years of service
Four Personal Holidays	After completion of 18,720 regular hours

8.2 When an official holiday falls on a Sunday, the following Monday shall be observed as the holiday. When an official holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

8.3 Employees who have completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status, or accrue vacation leave at a rate of .0615 or greater on or before December 31<sup>st</sup> of the current year, shall receive two (2) additional personal holidays for a total of four (4) personal holidays to be added to their leave balance on the pay date of the first full pay period in January of the following year.

8.4 Personal holidays shall be used in eight (8) hour increments or a pro-rated increment for part-time employees.

8.5 Personal holidays have no cash value and cannot be cashed out or carried over from year to year.



**ARTICLE 9 – VACATION, EXECUTIVE, MERIT, MILITARY, AND  
SABBATICAL LEAVE, AND UNPAID LEAVE OF ABSENCE**

9.1 **Vacation Leave:** For eligible employees, vacation leave shall accumulate at the rate shown in section 9.3 for each hour on regular pay status as shown on the payroll not to exceed eighty (80) hours per pay period.

9.2 “Regular pay status” is defined as regular straight-time hours of work in addition to any paid time off such as vacation leave, sick leave, holiday time off, and any unpaid leave that the employee may be entitled to pursuant to applicable federal or state law. At the discretion of the City, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of computing vacation leave accrual rates.

9.3 Vacation accrual rates shall be as set forth in Table 1. Table 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Table 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

9.4

<b>TABLE 1 ACCURAL RATE</b>		<b>TABLE 2 RATE-EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEES</b>			<b>TABLE 3 MAXIMUM VACATION BALANCE PER YEARS OF SERVICE</b>	
<u>Hours On Regular Pay Status (RPS)</u>	<u>Vacation Earned Per RPS Hour</u>	<u>Years Of Service</u>	<u>Days</u>	<u>Hours</u>	<u>Years Of Service</u>	<u>Hours</u>
0 through 8320 -----	0.0460	0 through 4	12	96	0 through 4	192
8321 through 18,720 -----	0.0577	5 through 9	15	120	5 through 9	240
18,721 through 29,120 -----	0.0615	10 through 14	16	128	10 through 14	256
29,121 through 39,520 -----	0.0692	15 through 19	18	144	15 through 19	288
39,521 through 41,600 -----	0.0769	20	20	160	20	320
41,601 through 43,680 -----	0.0807	21	21	168	21	336
43,681 through 45,760 -----	0.0846	22	22	176	22	352
45,761 through 47,840 -----	0.0885	23	23	184	23	368
47,841 through 49,920 -----	0.0923	24	24	192	24	384
49,921 through 52,000 -----	0.0961	25	25	200	25	400
52,001 through 54,080 -----	0.1000	26	26	208	26	416
54,081 through 56,160 -----	0.1038	27	27	216	27	432
56,161 through 58,240 -----	0.1076	28	28	224	28	448
58,241 through 60,320 -----	0.1115	29	29	232	29	464
60,321 and over -----	0.1153	30	30	240	30	480

An employee who is eligible for vacation benefits shall accrue vacation leave from

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- 9.5 An employee who is eligible for vacation benefits shall accrue vacation leave from the date of entering City service or the date upon which the employee became eligible and may accumulate a vacation leave balance that shall never exceed at any time two (2) times the number of annual vacation leave hours for which the employee is currently eligible. Accrual and accumulation of vacation leave shall cease at the time an employee's vacation leave balance reaches the maximum balance allowed and shall not resume until the employee's vacation leave balance is below the maximum allowed.
- 9.6 With department approval, employees may use accumulated vacation leave after completing six (6) months of continuous service or one thousand forty (1,040) hours on regular pay status, whichever is earlier. Effective December 25, 2019, the requirement that the employee must complete one thousand forty (1,040) hours on regular pay status prior to using vacation time shall end.
- 9.7 In the event an employee's scheduled and approved vacation leave is cancelled, leaving no time to reschedule the vacation leave before the employee's maximum balance is reached, the employee's vacation leave balance will be permitted to exceed the allowable maximum for up to three (3) months for the sole purpose of rescheduling the employee's vacation leave. Such extension of the allowable maximum must be approved by both the City Attorney or designee and the Seattle Human Resources Director. In such cases, the City Attorney or designee shall provide the Seattle Human Resources Director with the circumstances and reasons leading to the need for the extension. Approval shall not be unreasonably denied provided the vacation leave could be taken within the three (3) month period. No extension of the three (3) month period will be allowed.
- 9.8 The minimum increment in which vacation leave may be taken is one (1) hour.
- 9.9 An employee who leaves City service for any reason ~~after more than six (6) months service~~ shall be paid in a lump sum for any unused vacation leave the employee has accrued and not used.
- 9.10 Upon the death of an employee who is in active service with the City, the employee's unused, accrued vacation balance that existed at the time of death shall be paid in a lump sum to the employee's designated beneficiary(ies) or the employee's estate.
- 9.11 Supervisors shall arrange vacation leave for employees on such schedules as will least interfere with the functions of the department, but which accommodate the desires of employees to the greatest degree possible in light of the department's staffing needs.

9.12 If an employee is injured or is taken ill while on paid vacation or compensatory time off, the employee shall notify their department on the first day of disability that they will be using 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 (3) continuous days.~~In the event that an employee becomes seriously ill or seriously injured while the employee is on vacation leave and it can be established that the employee is incapacitated due to the illness or injury, the day or days that the employee is sick or injured may, upon the request of the employee, be deducted from the employee's accrued sick leave balance rather than vacation leave balance, and the employee will for all purposes be regarded as though he or she were off work solely for the reason of the illness or injury. Upon request, the employee shall submit medical certification of the illness or injury from the employee's health care provider regardless of the number of days off involved.~~

9.13 Where an employee has exhausted their sick leave balance, the employee may use vacation leave for further leave for medical reasons subject to verification by the employee's medical care provider for absences of more than three (3) continuous days.

9.14 **Executive Leave:**

- A. Full-time employees shall receive thirty-two (32) hours of paid executive leave annually. Part-time employees shall receive executive leave proportionate to their part-time status annually. For example, a 75% employee shall receive 75% of thirty-two hours, or twenty-four (24) hours annually.
- B. Executive leave is prorated for employees who become eligible following the first full pay period in January at the rate of one (1) day of executive leave for each calendar quarter the employee is employed during the first full pay period of the quarter.
- C. Full time employees must use executive leave in increments of eight (8) hours. Part-time employees must use executive leave in increments equivalent to the length of their normal workday.
- D. Executive leave has no cash value and cannot be cashed out or carried over from year to year.

9.15 **Merit Leave:**

- A. The City Attorney or designee may annually award full-time employees a maximum of forty-eight (48) hours of paid merit leave in recognition of exceptional job performance.

- B. The City Attorney or designee may annually award part-time employees paid merit leave proportionate to their part-time status in recognition of exceptional job performance. For example, a 75% employee may receive up to 75% of forty-eight (48) hours, or thirty-six (36) hours annually.
  - C. Full-time employees may be awarded up to forty-eight (48) hours of merit leave regardless of his or her length of service in a given year. Part-time employees may be granted up to their prorated maximum regardless of his or her length of service in a given year.
  - D. Merit leave is awarded in December in recognition of the current year's performance. Employees may use the current year's award beginning in January of the year following the year of the award.
  - E. Full-time employees must use merit leave in increments of eight (8) hours. Part-time employees must use merit leave in increments equivalent to the length of their normal workday.
  - F. Merit leave has no cash value and cannot be cashed out or carried over from year to year.
  - G. Employees who have been suspended shall not be eligible for merit leave for the year in which the suspension occurred.
- 9.16 **Military Leave:** Military leave shall be granted as provided in RCW 38.40.060, or other applicable law, for periods of active duty or active training duty, including weekend drills, not exceeding a total of twenty-one (21) workdays during each year beginning October 1<sup>st</sup> and ending the following September 30<sup>th</sup>, provided the request for such leave is in writing and accompanied by a validated copy of military orders. Employees entering military service for more than twenty-one (21) days, who have requested leave as prescribed above, shall be granted leave as provided by applicable state and federal statutes. Such leave will be in addition to any vacation leave to which an employee might otherwise be entitled.
- 9.17 **Pay for Deployed Military:**
- A. An employee in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as a City employee shall receive the difference between one hundred percent (100%) of their City base pay and their military pay (plus adjustments). City base pay shall include every part of wages except overtime.

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

9.18 **Sabbatical Leave:** Regular employees covered by this Agreement shall be eligible for sabbatical leave as provided in Personnel Rule 7.4.

9.19 **Unpaid Leave of Absence:** Except for family and medical leave (FMLA) granted pursuant to federal, state or local law or as otherwise provided by applicable law, unpaid leave requested for personal or medical reasons shall be administered as follows:

A. Employees may request an unpaid leave of absence for personal or medical reasons by submitting a written request to his or her supervisor. If denied, the reason(s) shall be provided to the employee in writing.

B. An employee granted an unpaid medical leave of absence for medical reasons for which the employee is not receiving workers' compensation benefits shall be required to exhaust any unused sick leave the employee has previously accrued before beginning such a leave.

C. With the approval of the City Attorney or designee, an employee granted an unpaid personal leave of absence need not exhaust any unused vacation leave before beginning an unpaid leave of absence. The City Attorney or designee may, however, deny the use of vacation leave requested for medical or health reasons.

D. All terms and conditions of an unpaid leave of absence including whether the employee's position will be held for ~~his or her~~ the employee's return shall be established in writing by the City Attorney or designee before the commencement of the leave.

9.20 **Reinstatement:** Except as provided in this Agreement, an employee shall have no greater right to reinstatement or other benefits and conditions of employment than if he or she had been continuously employed during the leave period.

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

~~9.20 **Paid Leave for 2010 Furloughs:** Employees who furloughed in 2010 shall receive the same number of leave hours taken in 2010 and those hours will be split equally to be used in 2016 and 2017. In no case shall employees receive more than eighty (80) hours leave. Employees shall take the leave provided under this paragraph in full-day increments to the extent possible and the hours will not carry over to the following year. Employee must be in regular or benefit eligible temporary status in order to receive this benefit. In the case that the employee did not take furlough days in 2010 because they had planned to retire, and then elected not to retire and subsequently “paid” for those furlough days, they will be compensated with the same leave.~~

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**ARTICLE 10 – HEALTH CARE, LIFE INSURANCE,  
LONG TERM DISABILITY AND FLEXIBLE SPENDING ACCOUNTS**

- 10.1 **Medical, Dental, and Vision Care Programs:** Effective January 1, ~~2015~~2019, the City shall provide medical, dental, and vision plans (with ~~Group Health, Kaiser Standard, Kaiser Deductible,~~ Aetna Traditional, Aetna Preventive, and ~~Washington Delta~~ Dental Service of Washington as self-insured plans, and Dental Health Services, and Vision Services Plan for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. For calendar ~~years 2015, 2016, 2017~~2020, and ~~2018, 2021~~ the selection, addition and/or elimination of medical, dental, and vision benefit plans, and changes to such plans including, but not limited to, changes in benefit levels, co-pays and premiums, shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.
- 10.2 **Premium Cost Sharing:** For calendar years 2019, 2020, and 2021, ~~T~~he City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.
- 10.4 **Eligibility:** An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 10.1 or similar programs as determined by the Labor-Management Health Care Committee.
- 10.5 **Retiree Health Care:** Employees under the age of 65 who retire from City service shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.
- 10.6 **Life Insurance:** The City shall offer a voluntary Group Term Life Basic Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium refunds received by the City from the voluntary Group Term Life Basic Insurance option shall be administered as follows:
- A. During the term of this Agreement future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of the employees participating in the Group Term Life Insurance Plan in terms of



benefit improvements, to pay the employees' share of the monthly premiums or for life insurance purposes otherwise negotiated.

- B. Whenever the Group Term Life Insurance Fund contains substantial rebate monies earmarked pursuant to this section to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact.
- C. The City may offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.

10.8 **Long-Term Disability:** The City will provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The City will pay the full monthly premium cost of a Base Plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first six hundred sixty-seven 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%) for the remainder of the employee's base monthly wage up to a maximum eight thousand three hundred thirty-three dollars (\$8,333.00) per month. Benefits may be reduced by the employee's income from other sources as set forth in the Plan Description. The provisions of the plan shall be further and more fully defined in the Plan Description issued by the Standard Insurance Company.

- A. During the term of this Agreement, the City may, at its discretion, change or eliminate the insurance carrier for any of the long-term disability benefits covered by this section and provide an alternative plan through either self-insurance or another insurance carrier. However, the long-term disability benefit level shall remain substantially the same.
- B. The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year ~~2015-2019~~ for the Base Plan, but not to exceed the maximum limitation on the City's premium obligation per calendar year as set forth within this section.

10.9 **Long-term Care:** The City may offer an option for employees to purchase a group long-term care insurance benefit for themselves and certain family members, provided it is available in the insurance market.

10.10 **State, and/or Federal Legislation:** If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this Agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.

10.11 **Flexible Spending Accounts:** The City will continue to provide Health Care and Dependent Care Flexible Spending Accounts to the extent permitted and allowed by City and IRS rules and regulations, and as specified by City and IRS rules and regulations.

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

10.13 **Safety Committees:** The Union shall be notified in advance and included in any processes that are used by the CAO to determine employee membership on Safety Committees. Union notification and engagement protocols will be facilitated through the labor management committee.

**ARTICLE 11 – SICK LEAVE, SICK LEAVE CASH OUT, PAID FAMILY -  
MEDICAL LEAVE, VEBA, AND FUNERAL-BEREAVEMENT LEAVE**

- 11.1 **Sick Leave:** Sick leave shall be defined as paid time off from work for a qualifying reason under Article 11.4 of this agreement. For eligible employees, sick leave credit shall accumulate sick leave credit at the rate of 0.046 hours for each hour on regular pay status as shown on the payroll, not to exceed eighty (80) hours per pay period. If an employee's overall accrual rate falls below the accrual rate required by Chapter 14.16 (Paid Sick and Safe Time), the employee shall be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of SMC 14.16.
- 11.1.1 New employees entering City service shall not be entitled to use sick leave with pay during the first thirty (30) days of employment but shall accrue sick leave credits during such thirty (30) day period.
- 11.2 "Regular pay status" is defined as regular straight-time hours of work in addition to any paid time off such as vacation leave, sick leave, holiday time off, and any unpaid leave that the employee may be entitled to pursuant to applicable federal, state or local law.
- 11.3 An employee who is eligible for sick leave benefits shall accrue sick leave from the date of entering City service or the date upon which the employee became eligible but shall not be entitled to use sick leave with pay during the first thirty (30) days of employment. Employees may accumulate an unlimited amount of sick leave.
- 11.4 Employees are authorized to use paid sick leave for hours the employee was scheduled to have worked for the following reasons:~~Sick leave may be used for time off with pay for bona fide cases of:~~
- A. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventive care; or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or~~illness or injury that prevents the employee from performing regular duties.~~
  - B. To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code Chapter 4.24.005 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or~~Disability of the employee due to pregnancy and/or childbirth.~~

- C. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such reason, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210~~Employee medical or dental appointments.~~
- D. Absences that qualify for leave under the Domestic Violence Leave Act, Chapter 49.76 RCW~~Care of family members as required of the City by federal, state, or local law or as defined and provided for in the City's Personnel Rules.~~
- E. The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or~~Employee absence from a worksite that has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material.~~
- F. The non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for purposes of adoption, including any time away from work prior to or following placement of the child to satisfy legal or regulatory requirements for the adoption~~Employee absence from work to care for a child whose school or place of care has been closed by public official to limit exposure to an infectious agent, biological toxin or hazardous material.~~
- G. Sick leave used for the purposes contemplated by Article 11.4.E and F., must end before the first anniversary of the child's birth or placement~~Eligible reasons related to domestic violence, sexual assault, or stalking as set out in RCW 49.76.030.~~
- H. 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.~~Upon request by the City Attorney or designee, an employee shall provide documentation verifying cancellation of his or her child's school, day care, or other childcare service or program for sick leave use for reasons authorized in Article 11.4.F of this Agreement.~~
- I. Upon retirement, a portion of an employee's unused sick leave accruals will be directed in accordance with the VEBA provisions set forth in Section 11.5 of this Article.~~The City Attorney or designee may also require that a request for paid sick leave to cover absences greater than four days for reasons set forth under Article 11.4.G of this Agreement be supported by verification that the employee or employee's family member is a victim of domestic violence, sexual assault, or stalking, and that the leave taken was for a reason eligible as set out in RCW 49.76.030. An employee may satisfy such request by providing documentation as set out in RCW 49.76.040(4).~~

- 11.5 Regular or benefits eligible temporary employees who are reinstated or rehired within twelve (12) months of separation in the same or another department after any separation, including dismissal for cause, resignation, or quitting, shall have unused accrued sick leave reinstated as required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210. Employees may be required to provide certification from a health care provider that an absence was due to a health-related reason when reasonable grounds exist to suspect sick leave abuse or misuse.
- 11.6. In order to receive paid sick leave for reasons provided in Article 11.1.A – 11.1.D, an employee shall be required to provide verification that the employee’s use of paid sick leave was for an authorized purpose, consistent with SMC 14.16 and other applicable laws such as RCW 49.46.210. However, an employee shall not be required to provide verification for absences of less than four consecutive days.
- 11.7 **Notification While on Paid Vacation or Compensatory Time Off:** If an employee is injured or is taken ill while on paid vacation or compensatory time off, the employee shall notify their department on the first day of disability that they will be using 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 (3) continuous days.
- 11.8 **Rate of Pay for Sick Leave Used:** An employee who uses paid sick leave shall be compensated at the straight time rate of pay as required by SMC 14.16, and other applicable laws, such as RCW 49.46.210.
- 11.9 **Voluntary Employee Benefit Account (Retirement VEBA):** The Union 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. Employees who participate in the City of Seattle Retirement System and are who eligible to retire shall participate in a vote administered by the Union to determine if the VEBA benefit shall be offered to employees who elect to retire. The VEBA benefit allows employees who are eligible to retire from City service to cash out their unused sick leave balance upon retirement and place it in a VEBA account to be used for post-retirement healthcare costs as allowed under IRS regulations.

#### 11.9.1 Contributions from Unused Paid Time off at Retirement

##### A. Eligibility-to-Retire Requirements:

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

- ~~B. The City will provide the Union with a list of its members who are expected to meet any of the criteria in paragraph A above as of December 31, 2021. For purposes of identifying all potential eligible-to- retire employees, the City shall create a list of employees who are in the City’s HRIS system as age 45 or older and will provide this list to the Union so that the Union can administer the vote~~
- ~~C. If the members of the bargaining unit who have met the criteria described in paragraph A above vote to require VEBA contributions from unused paid time off, then all members of the bargaining unit who are eligible to retire and those who become eligible during the life cycle of this contract shall, as elected by the voting members of the bargaining unit:~~
- ~~1. Contribute 35% of their unused sick leave balance into the VEBA upon retirement; or~~
  - ~~2. Contribute 50% of their unused vacation leave balance into the VEBA upon retirement; or~~
  - ~~3. Contribute both 35% of their unused sick leave balance and 50% of their unused vacation leave balance upon retirement.~~

~~If the eligible-to- retire employees vote to accept the VEBA, then all employees who retire from City service shall either:~~

- ~~1. Place their sick leave cash out at 35% into their VEBA account, or~~
- ~~2. Forfeit the sick leave cash out altogether. There is no minimum threshold for the sick leave cash out.~~

~~Employees who accept the VEBA are not eligible to deposit their sick leave cash out into their deferred compensation account 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.~~

~~C. If the eligible-to- retire employees vote to reject the VEBA, all employees who retire from City service shall be ineligible to place their sick leave cash out~~



~~into a VEBA account. Instead, employees shall either:~~

- ~~1. Cash out their unused accumulated sick leave balance at 35% and deposit those dollars into their deferred compensation account. Note: Annual limits for deferred compensation contributions as set by the IRS apply.~~
- ~~2. Cash out their unused accumulated sick leave balance at 25% and receive the dollars as cash on their final paycheck.~~

## 11.9.2 Active VEBA:

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

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

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

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

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

11.10 Sabbatical Leave and VEBA: Employees who accept the VEBA and who meet the eligible-to-retain criteria are not eligible to cash out their sick leave at 25% as a part of their sabbatical benefit. Employees who do not meet the eligible-to-retain criteria may cash out their sick leave at 25% in accordance with the sabbatical benefit.

11.11 Bereavement Funeral Leave:

- A. Regular employees covered by this Agreement shall be allowed up to ~~eight (8) hours~~ five (5) days off with out pay salary reduction for the bereavement purposes in the event of the death of any close relative of attendance at the funeral of any close relative; provided that where such attendance requires total travel of two hundred (200) miles or more, an additional eight (8) hours with pay shall be allowed. Funeral Bereavement leave is pro-rated for a part time employee based on his or her normal work schedule.
- B. In like circumstances and upon like application the Department Head or designee may authorize bereavement leave in the event of death of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee. Upon receipt of a written request stating the reasons therefore, the City Attorney or designee may authorize additional leave not to exceed an additional thirty two (32) hours chargeable to the sick leave account of the employee. However, no combination of paid leave under this section shall exceed forty (40) hours for any one (1) period of absence. The amount of funeral leave and sick leave combined for which a part-time employee is eligible shall be pro-rated based on his or her normal work schedule.
- C. ~~For the purpose of attending the funeral of a relative other than a close relative, the City Attorney or designee may authorize use of sick leave not to exceed five (5) days chargeable to the sick leave account of an employee. The amount of sick leave for which a part-time employee is eligible shall be pro-rated based on his or her normal work schedule.~~
- C. For purposes of this section, the term “close relative” shall mean the spouse or domestic partner, child, mother, stepmother, father, stepfather, brother, sister, grandchild, grandfather, or grandmother of the employee or ~~of the~~ spouse or domestic partner, of such employee, an employee’s legal guardian, ward or any person over whom the employee has legal custody, and the term “relative other than a close relative” shall mean the uncle, aunt, cousin, niece, or nephew of such employee or the spouse or domestic partner of the brother, sister, child or grandchild of such employee; or the uncle, aunt, cousin, niece, ~~or~~ nephew, of or the spouse or domestic partner of the brother or sister of the spouse or domestic partner of such employee.



## ARTICLE 12 – UNION PRIVILEGES

- 12.1 **Bulletin Board:** The Law Department agrees to provide suitable space for the Union on an office bulletin board accessible to employees covered by this Agreement. The Union may post on such board materials relevant to its business and activities including but not limited to notices of Union meetings, Union election returns, appointments to Union offices, and Union recreational or social activities. The Union will not post materials prohibited by SMC 4.16, the City of Seattle Ethics Code.
- 12.2 **New Employee Notice:** The City agrees to provide the Union with notice of hiring of any new, employees within five (5) working days of commencement of employment, and within fifteen (15) working days of receipt of a written request from the Union to provide lists of current Union positions.
- 12.3 Union members shall be provided the following:
- A. **Email:** Union officers and members may make reasonable use of the City's electronic mail system to communicate regarding official Union business. Such communication shall comply with the policies of the Department of Information Technology and the City Attorney's Office regarding E-mail and Internet Use and Computer and Network Use.
  - B. **Negotiations:** Union negotiating team members may attend negotiation meetings during the workday with the understanding that they are salaried employees and may exercise reasonable discretion in the use of their time as long as they continue to meet expectations and standards regarding productivity and Court schedules. The City does not intend to compensate members for time spent in Union related activities.
  - C. **Labor-Management Committee Meetings:** Union members may attend labor-management committee meetings during the workday with the understanding that they are salaried employees and may exercise reasonable discretion in the use of their time as long as they continue to meet expectations and standards regarding productivity and Court schedules. The City does not intend to compensate members for time spent in Union -related activities.

- 12.4 **Grievance Resolution:** Designated Union representatives shall be permitted a reasonable amount of work time to conduct grievance resolution with the understanding that they are salaried employees and may exercise reasonable discretion in the use of their time as long as they continue to meet expectations and standards regarding productivity and Court schedules. Designated representatives of the Union shall have reasonable access to work areas and to the personnel records of members of the bargaining unit while in the process of investigating and resolving grievances subject to the provisions of the Public Records (RCW Ch. 42.56), the Public Employees Collective Bargaining Act, (RCW Ch. 41.56), and the Criminal Records Privacy Act, (RCW Ch. 10.97), and any other applicable laws.
- 12.5 Where allowable, the City may make available to the Union meeting space or rooms for the purpose of conducting Union business, where such activities would not interfere with the normal work of the office.

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## **ARTICLE 13 – BENEFITS AND RESPONSIBILITY**

- 13.1 **Bar Dues:** For each employee the City will pay dues for the Washington State Bar Association and, if requested by the employee, one (1) section of the Washington State Bar Association and the Washington State Association of Municipal Attorneys.
- 13.2 **Training Funds:** Law Department funds that are budgeted for training will be made available to employees at the discretion of the City Attorney or designee, provided that the City Attorney or designee may reappropriation such funds to address special training needs or opportunities that may arise.
- 13.3 **Court Sanctions, Bar Complaints and Arrests:**
- A. The City will pay any sanctions, terms, or fines levied by any court against employees for acts or omissions committed by them in good faith and within the course and scope of their official duties. At the discretion of the City Attorney or designee, legal representation may be provided by internal or outside counsel.
  - B. Employees shall notify the Criminal Division Chief within one (1) business day of any arrest or of receiving a motion or other request for court sanctions or a Bar complaint being levied against them.
- 13.4 **Ethics and Elections Commission:** Nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics, including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement, and, as such, are not subject to the Grievance Procedure contained within this Agreement. Records of any fines imposed, or monetary settlements shall not be included in the employee's personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court.
- 13.5 The City and the Union expressly acknowledge and recognize the unique status of Assistant City Prosecutors as lawyers and officers of the court. As such, employees will be and remain members in good standing of the Washington State Bar Association and will otherwise at all times comport themselves in conformity with their oath-based obligations and responsibilities, including those imposed by the Rules of Professional Conduct. Nothing in this Agreement will be construed so as to interfere with, inhibit, or otherwise affect the obligations and responsibilities of Assistant City Prosecutors as lawyers.

- 13.6 Nothing in this Agreement is intended to limit or alter the obligations of employees under the Washington Rules of Professional Conduct for attorneys, the Seattle Municipal Code including SMC 3.10 related to ethics and elections, or any other law, ordinance, or regulations that would otherwise apply to the employees. The Union acknowledges that agencies and organizations other than the Law Department may impose fines, sanctions, or other obligations upon employees. Employees agree to comply with all final orders of such organizations

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**ARTICLE 14**  
**REDUCTION IN FORCE AND REAPPOINTMENT**

- 14.1 Reduction(s) in the work force for lack of funds, lack of work, or reorganization of the office are a management prerogative and within the sole discretion of the City Attorney or designee and shall not be subject to the grievance and arbitration procedure of this Agreement. If a reduction in force is to occur, the City agrees to meet with the Union to discuss the reductions(s) as soon as reasonably possible.
- 14.2 The City Attorney or designee shall normally provide written notice to employees who are to be reduced at least eight (8) weeks prior to the effective date of the reduction. If the employee is eligible for rehire, he/she will be told in writing. It will be the employee's responsibility to contact the department regarding future hiring needs. The fact that an employee is eligible for rehire does not constitute a guarantee that the employee will be rehired if there is an opening.
- 14.3 Employees whose separation from employment was for the reasons specified in 14.1; who were notified in writing that they are eligible for rehire; and who apply for rehire either within two (2) years of the date of separation or before the expiration of this Agreement, whichever occurs first, shall be considered for rehire before consideration is given to hiring any external candidates.
- 14.4 An employee who is reduced in force and subsequently rehired by the Law Department within two (2) years of the reduction shall have all sick leave accrued at the time of such reduction restored and shall begin accruing vacation leave benefits at the same rate as when the reduction occurred; additionally, the employee's service date shall reflect the full amount of service in the Law Department from the time of original regular appointment to the time of reduction.
- 14.5 **Reappointment:** Following an election or reelection, the City Attorney/City Attorney-elect, or designee shall normally provide written notice to employees who will not be reappointed to a position in the Law Department at least two (2) weeks prior to the anticipated end date of the employee's employment. A decision to not reappoint an employee shall be regarded as a non-disciplinary separation.
- 14.6 Nothing in this Article is intended to limit or modify an employee's status as an at-will employee of the Law Department.

## **ARTICLE 15 – GRIEVANCE PROCEDURE**

- 15.1 Any dispute between the City and the Union or between the City and any employee concerning the interpretation, application, claim of breach, or violation of the express terms of this Agreement shall be deemed a grievance, provided that such claims regarding the Nondiscrimination Statement shall not be subject to the Grievance and Arbitration procedure detailed herein.
- 15.2 Every effort will be made to settle grievances at the lowest possible level of supervision with the understanding that grievances will be filed at the Step in which there is authority to adjudicate, provided the Chief of the Criminal Division and the City Attorney are notified. The City will not impede, restrain, interfere with, coerce, discriminate, or take actions of reprisal against a Union member who seeks adjudication of a grievance.
- 15.3 Grievances processed through Step 2 of the grievance procedure will be heard during normal City work hours unless stipulated otherwise by the parties. Employees involved in such grievance meetings during their normal City work hours will be allowed to do so without suffering a loss in pay and shall have the right to have a Union Representative present at any meeting. Excluding legal counsel and the grievant, no more than one (1) Union representative may attend the grievance meeting except with the agreement of the City's representative convening the meeting.
- 15.4 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing. Failure by an employee and/or the Union to comply with any time limitation of the procedure in this Article will constitute withdrawal of the grievance. Failure by the City to comply with any time limitation of the procedure in this Article will allow the employee and/or the Union to proceed to the next Step without waiting for the City to reply at the previous Step, except that individual employees may not process a grievance beyond Step 2 as such decision is reserved exclusively for the Union.
- 15.5 Employees may submit a grievance in accordance with this Article and have such grievance adjusted without the intervention of the Union provided such adjustment is consistent with the terms and conditions of this Agreement and the Union has been given reasonable opportunity to be present at any meeting called for the resolution of the grievance. Nothing in this section shall be construed so as to grant individual employees the right to proceed to arbitration.

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

**Step 1:** The grievance shall be submitted in writing by the aggrieved employee and/or the Union within twenty (20) business days of the alleged contract violation to the Chief of the Criminal Division with a copy to the City Attorney. The employee and/or the Union representative will identify in the written grievance the section(s) of the Agreement allegedly violated, the nature of the alleged violation, and the remedy sought. The parties agree to make every effort to settle a grievance at this stage promptly. The Chief or supervisor may consult with such other persons as is necessary to resolve or respond to the grievance and may arrange for a grievance meeting with the employee and/or Union representative. The Chief of the Criminal Division will answer the grievance in writing within ten (10) business days of receipt of the grievance or of a grievance meeting.

**Step 2:** If the grievance is not resolved as provided in Step 1 above or if the grievance is initially submitted at Step 2 per section 15.2, the grievance shall be reduced to written form, which shall include the same information specified in Step 1 above. The grievance shall be forwarded within ten (10) business days after receipt of the Step 1 answer or if the grievance is initially submitted at Step 2, it shall be submitted within twenty (20) business days of the alleged contract violation. Said grievance shall be submitted by the employee and/or the Union to the City Director of Labor Relations with a copy to the City Attorney. The Director of Labor Relations or his/her/their designee shall investigate the grievance and, if deemed appropriate, may convene a meeting between the appropriate parties. The Director of Labor Relations or their designee ~~He/she~~ shall thereafter make a confidential recommendation to the City Attorney who will in turn give the employee and/or the Union an answer in writing within twenty (20) working days after receipt of the grievance or the meeting between the parties.

**Step 3:** If the grievance is not settled at Step 2, either of the signatory parties to this Agreement may submit the grievance to binding arbitration.

Within twenty (20) business days of the Union's receipt of the City's Step 2 response or the expiration of the City's time frame for responding at Step 2, the Union may file a Demand for Arbitration with the City's Director of Labor Relations with a copy to the City Attorney. Demands for Arbitration will be accompanied by the following information:

- A. Identification of sections of the Agreement allegedly violated.
- B. Nature of the alleged violation.
- C. Remedy sought.



After the Demand for Arbitration is filed, the City and the Union will meet to select, by mutual agreement, an arbitrator to hear the parties' dispute. In the event the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected by alternately striking names from a list of five (5) arbitrators supplied by the Federal Mediation and Conciliation Service or the Public Employee Relations Commission.

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

- A. The arbitrator will have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement; and his/her/their power shall be limited to the interpretation or application of the express terms of this Agreement; and all other matters will be excluded from arbitration, including those matters specifically excluded from this grievance and arbitration procedure.
- B. The decision of the arbitrator will be final, conclusive, and binding upon the City, the Union, and the Employee(s) involved.
- C. The cost of the arbitrator will be borne equally by the City and the Union, and each party will bear the cost of presenting its own case.
- D. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.
- E. Any arbitrator selected under Step 3 of this Article will function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.
- F. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.



- 15.7 **Mediation:** The Union or the City may at any time submit a written request for voluntary mediation assistance to the City Director of Labor Relations with a copy to the Alternative Dispute Resolution (ADR) Coordinator except that a request for mediation shall not substitute for a timely grievance submittal or response. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process including that the Parties voluntarily agree to participate in mediation, then, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, the ADR Coordinator or ~~his/her~~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. Other persons may attend with the permission of the mediator(s) and both Parties. If the Parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the Parties shall sign. An executed copy of the settlement agreement shall be provided to the Parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the Parties to any persons designated to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the Union, the City Director of Labor Relations, and the City Attorney shall be so informed by the ADR Coordinator. If the grievance is not resolved through mediation, the Parties shall resume the timeframes of the grievance procedure from the point at which mediation was requested.
- 15.8 **Alternative Dispute Resolution (ADR):** The City 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 process is entirely voluntary and confidential.

**ARTICLE 16 – WORK STOPPAGES AND CITY PROTECTION**

- 16.1 The City and the Union agree that the public interest requires efficient and uninterrupted performance of all services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, during the term of this Agreement the Union shall not cause or condone any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with the functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employees in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.
- 16.2 Upon notification in writing by the City to the Union that any of its members are engaged in such a work stoppage, the Union shall immediately in writing order such members to immediately cease engaging in such work stoppage and provide the City with a copy of such order. In addition, if requested by the City, a responsible official of the Union shall publicly order such to cease engaging in a work stoppage.

## **ARTICLE 17 – PERSONNEL FILES**

- 17.1 **Personnel Files:** The City will maintain personnel files for employees, which may include but are not limited to the following:
- A. City File: Kept by the City of Seattle’s Human Resources Department primarily containing transactional documents concerning the employee’s hiring, classification, salary, benefits, etc.
  - B. Department File: Containing copies of the contents of the SDHR File, evaluations, commendations, disciplinary correspondence, and most other final documents pertaining to the employee’s work history and official status within the department.
  - C. Supervisor File: Containing documents deemed by a supervisor to be pertinent to the preparation of the employee’s periodic evaluations and work performance.
  - D. Medical Information File: Contains confidential medical information related to the employee’s employment with the City such as that required for reasonable accommodation under the American’s with Disabilities Act (ADA).
- 17.2 Nothing will preclude individual supervisors or employees from keeping personal notes to aid them in the performance of their supervisory or other work responsibilities, nor shall such notes be considered personnel files for the purposes of this Agreement.
- 17.3 The City and the Law Department agree that the contents of personnel files shall be kept confidential to the extent provided by law. The City and the Law Department will seek to respect the employee’s right to privacy and will use the information within personnel files for normal business purposes limited to persons authorized to have access and needing to know such information.
- 17.4 Employees have the right to inspect their own personnel files according to the terms and conditions of RCW 49.12.240 and 250 and to request a copy of documents in the file.
- 17.5 Materials to be placed into an employee's personnel file relating to job performance or personal conduct shall be brought to his or her the employee's attention with copies provided to the employee upon request. Employees who challenge material included in their personnel files may submit material relating to the challenge that will be inserted into their personnel file. Employees may also request removal of documents from their personnel files and may insert rebuttal information if removal is denied.

- 17.6 The Union acknowledges that personnel files may be subject to public disclosure and right to privacy provisions of state law. The City's and the Law Department's administration of such provisions is subject to review or challenge through the normal processes for administrative law. Upon receiving a request for all or part of an employee's personnel file, the City or the Law Department will provide third-party notice to affected employees with sufficient time for the employee(s) to pursue legal action to enjoin release of documents.

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**ARTICLE 18 – SUBORDINATION OF AGREEMENT**

- 18.1 It is understood that the Parties and the employees of the City are governed by the provisions of applicable federal, state, and local law, and the City Charter. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal, state, or local law or the City Charter are paramount and shall prevail.
- 18.2 It is also understood that the Parties and the employees of the City are governed by applicable City Ordinances, and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

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**ARTICLE 19 - SAVINGS CLAUSE**

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

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## ARTICLE 20 – ENTIRE AGREEMENT

20.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions, provided, however, that the parties intend that their signed official bargaining notes and signed written agreements entered into during the course of bargaining shall have legal effect.

20.2 Notwithstanding the provisions of Article 20.1, the Union and the City agree to the following:

- A. A reopener on impacts associated with revision of the Affordable Care Act (ACA);
- B. For the duration of this agreement, the Union agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts;
- C. A reopener on changes arising from or related to the Washington Paid Family and Medical Leave Program (Title 50A RCW) including, but not limited to, changes to the City's current paid leave benefit which may arise as a result of final rulemaking from the State of Washington, which may include changes to the draw down requirements associated with the City's Paid Family and Parental Leave programs;~~For the duration of this agreement, the City agrees to a reopener to discuss the City's compensation philosophy and methods and processes associated with determining wage adjustments, including the City's interest in total compensation.~~
- D. No later than June 1, 2020 the parties agree to reopen the contracting provisions related to notice and types of information when the City is contracting out work, and provisions related to comparable wages and benefits when work is contracted out.
- E. Contracting out will be a part of the Labor Management Leadership Committee's work plan for 2020.
- F. The City's temporary employment philosophy and practices will be part of the Labor Management Leadership Committee's 2020 work plan.

- G. Sick Leave Donation Program: A Labor Management Committee will be established for the purpose of proposing rules and procedures for a new, program. The LMC will be to develop consistent, transparent and equitable proposals for processes across all departments within the City. The LMC shall also explore proposals to lower the minimum leave bank required to donate sick leave and permit donation of sick leave upon separation from the City. The LMC must consult with the Office of Civil Rights to ensure compliance with the City’s Race and Social Justice Initiative. Once the LMC has developed its list of proposals, the City and Coalition of City Unions agrees to reopen each contract on this subject.
- H. Work/Life Support Committee: The Work/Life Support Committee (WLSC) shall be a citywide Labor Management Committee (LMC) to promote an environment for employees that supports and enhances their ability to meet their responsibilities as employees of the City of Seattle and support their work life balance. The WLSC may provide recommendations to the Mayor and City Council on programs and policies that further support the work life balance.
- H.1 The WLSC shall develop an annual workplan to identify programs and policies that promote a work life balance for city employees. These may include, but are not limited to, dependent care subsidy/support program for eligible employees, enhancing alternative work arrangements, flexible work hours, job sharing, on-site/near site child care, expanding definition of family for access to leave benefits, shift swaps, resource and referral services, emergency leave, and back-up care. This committee may conduct and make recommendations no later than March 31 of each year.
- H.2 The membership of WLSC shall be made up of the Mayor or designee, the Director of Labor Relations or designee, up to five Directors or designee from city departments, members designated by the Coalition of City Unions at equal numbers as the management representatives. If a CCU designee is a city employee, they shall notify their supervisor and management will not unreasonably deny the participation on paid release time on the WLSC.
- H.3 The WLSC shall meet at least four (4) times per calendar year. The WLSC may meet more frequently if necessary if all parties agree.
- H.4 The WLSC may establish workgroups that include other department representatives and/or subject matter experts. These subcommittees shall conform with rules established by the WLSC.
- H.5 The WLSC and its subcommittee(s) shall not have the authority to change, amend, modify or otherwise alter collective bargaining agreements.



**ARTICLE 21 - TERM OF AGREEMENT**

- 21.1 All terms and provisions of this Agreement shall become effective upon signature of both parties unless otherwise specified elsewhere and shall remain in full force and effect through December 31, ~~2018~~2021. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90) but not more than one hundred twenty (120) days prior to December 31, ~~2018~~2021. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.
- 21.2 Notwithstanding the provisions of section 20.1, in the event that negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms of this Agreement shall remain in full force and effect until a new Agreement is consummated or unless consistent with RCW 41.56.123 the City serves the Union with ten (10) days' notice of intent to unilaterally implement its last offer and terminate the existing Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, ~~2016~~2019

For WSCCCE, AFSCME, AFL-CIO

For the City of Seattle  
Executed Under  
Ordinance: \_\_\_\_\_

\_\_\_\_\_  
~~Ed Stemler~~~~Audrey Eide~~, General Counsel  
Mayor

\_\_\_\_\_  
~~Jenny A. Durkan~~~~Edward B. Murray~~,

For Local 21PA

\_\_\_\_\_  
~~Danielle Malcolm~~~~Nyjat Rose-Akins~~, President

\_\_\_\_\_  
~~Jana Sangy~~~~David Bracilano~~,  
Labor Relations Director

For the Law Department

\_\_\_\_\_  
Peter S. Holmes, City Attorney

**APPENDIX A**

A.1 **TITLES REPRESENTED:** The Union shall represent Assistant City Prosecutors in the Step Progression and Discretionary Pay Programs.

A.2 Effective December ~~31, 2014~~26, 2018, the hourly rates of the Step Progression Pay Program and the minimum and maximum range of the Discretionary Pay Program shall be as follows:

<u>Step Progression Program</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
	34.99	37.10	39.31	41.67	44.17	46.82

<del>Step Progression Program</del>	<del>Step 1</del>	<del>Step 2</del>	<del>Step 3</del>	<del>Step 4</del>	<del>Step 5</del>	<del>Step 6</del>
	31.31	33.20	35.19	37.30	39.54	41.91

Discretionary Pay Program	<u>Minimum</u>	<u>Maximum</u>
	41.92 <u>46.83</u>	54.48 <u>60.87</u>

A.3 Effective December ~~30, 2015~~25, 2019, the hourly rates of the Step Progression Pay Program and the minimum and maximum range of the Discretionary Pay Program shall be as follows:

<u>Step Progression Program</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
	36.25	38.44	40.73	43.17	45.76	48.51

<del>Step Progression Program</del>	<del>Step 1</del>	<del>Step 2</del>	<del>Step 3</del>	<del>Step 4</del>	<del>Step 5</del>	<del>Step 6</del>
	31.94	33.87	35.89	38.04	40.33	42.75

Discretionary Pay Program	<u>Minimum</u>	<u>Maximum</u>
	42.76 <u>48.52</u>	55.57 <u>63.06</u>

A.4 Effective January 6, 2021, base wage rates will be increased by 1% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2018 through June 2019 to the period June 2019 through June 2020, minimum 1.5%, maximum 4%. ~~December 28, 2016~~, the hourly rates of the Step Progression Pay Program and the minimum and maximum range of the Discretionary Pay Program shall be as follows:

<del>Step Progression Program</del>	<del>Step 1</del>	<del>Step 2</del>	<del>Step 3</del>	<del>Step 4</del>	<del>Step 5</del>	<del>Step 6</del>
	<del>32.7</del>	<del>34.71</del>	<del>36.79</del>	<del>38.9</del>	<del>41.33</del>	<del>43.8</del>
<del>Discretionary Pay Program</del>	<del>Minimum</del>		<del>Maximum</del>			
	<del>43.83</del>		<del>56.96</del>			

A.5 ~~Effective December 27, 2017~~, the hourly rates of the Step Progression Pay Program and the minimum and maximum range of the Discretionary Pay Program shall be as follows:

<del>Step Progression Program</del>	<del>Step 1</del>	<del>Step 2</del>	<del>Step 3</del>	<del>Step 4</del>	<del>Step 5</del>	<del>Step 6</del>
	<del>33.6</del>	<del>35.67</del>	<del>37.80</del>	<del>40.0</del>	<del>42.47</del>	<del>45.0</del>
<del>Discretionary Pay Program</del>	<del>Minimum</del>		<del>Maximum</del>			
	<del>45.03</del>		<del>58.53</del>			

A.65 For calendar years ~~2015, 2016, 2017, and 2018~~2019, 202, and 2021, employees in the Discretionary Pay Program shall receive the same percentage increase as employees in the Step Progression Pay Program. For the term of this Agreement, no employee regarded as incumbent rated for purposes of implementation of the 2014 Agreement shall have his/her salary reduced as provided in Article 6.5. The Union agrees this provision shall be a proper subject of negotiation in subsequent negotiations for a successor Agreement.

## APPENDIX B

### Janus Memorandum of Understanding (MOU)

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

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

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

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

Machinists and Aerospace Workers, District Lodge 160, Local 289; the Seattle Parking Enforcement Officers Guild; the Seattle Police Dispatchers' Guild; the Seattle Police Management Association; and the Seattle Police Officers' Guild.

### **Background**

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

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

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

### **Agreements**

#### **Section A. Amended Union Dues and Membership Language**

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

#### **Article X - Union Engagement and Payroll Deductions**

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

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

their usual worksite or mutually agreed upon location.

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

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

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

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

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

The Parties further agree:

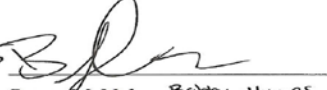
1. Member Training: During each year of this agreement a Union's principal officer may request that Union members be provided with at least eight (8) hours or one (1) day, whichever is greater, of paid release time to participate in member training programs sponsored by the Union. The Parties further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

2. The Unions shall submit to the Office of Labor Relations and the Department as far in advance as possible, but at least fourteen (14) calendar days in advance, the names of those members who will be attending each training course. Time off for those purposes shall be approved in advance by the employee’s supervisor.
3. New Employees: The City shall work with the Seattle Department of Technology to develop an automated system to provide the Union with the following information within ten (10) working days after a new employee’s first day of work: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate, FTE status. Until the process has been automated the departments may provide the Union notice at the same time the department notifies SDHR benefits, by sending an email to the Union providing the notice of hire. Upon automation departments may elect to not provide notice to the Unions and official notice will only be given by SDHR. The Parties agree to continue to work with departments to provide notice of new hires to the Union no later than 10 working days from the employee first day of work.
4. This agreement is specific and limited to the referenced demand to bargain 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 bargain filed as a result of the Janus v. AFSCME Supreme Court decision.



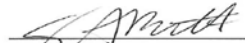
FOR THE CITY OF SEATTLE:

  
Jenny A. Durkan,  
Mayor

  
~~Susan McNabb~~ Bobby Humes  
Interim Seattle Human Resources Director

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

SIGNATORY UNIONS:

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

Natalie Kelly, Business Representative  
HERE, Local 8

  
Andrea Friedland, Business Representative  
IATSE, Local 15

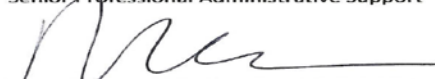
  
Amy Bowles, Union Representative  
PTE, Local 17  
Professional, Technical, Senior Business,  
Senior Professional Administrative Support

Coalition of City Unions  
Memorandum of Understanding



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

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

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


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


  
Kurt Swanson, Business Representative  
UA Plumbers and Pipefitters Local 32

  
Janet Lewis, Business Representative  
IBEW, Local 46

  
Kal Rohde, Business Representative  
Sheet Metal Workers, Local 66

  
Brian Self, Business Representative  
Boilermakers Union, Local 104

  
John Scearcy, Secretary-Treasurer  
Teamsters, Local 147; ICC and Community  
Service Officers & Evidence Warehouse

  
Mike Bolling, Business Representative  
IU Operating Engineers, Local 286

Coalition of City Unions  
Memorandum of Understanding

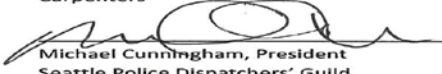
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Brandon Hemming, Business Representative  
IAMAW, District Lodge 160, Local 289  
& 79



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



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Dave Quinn, Business Representative  
Pacific Northwest Regional Council of  
Carpenters



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Michael Cunningham, President  
Seattle Police Dispatchers' Guild



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Scott Bachler, President  
Seattle Police Management Association

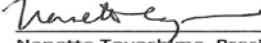


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Scott A. Sullivan, Secretary-Treasurer  
Teamsters, Local 763; JCC

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



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



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




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Kevin Stuckey, President  
Seattle Police Officers' Guild

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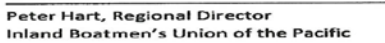
  
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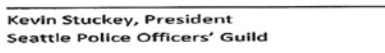
  
Scott Bachler, President  
Seattle Police Management Association

  
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