AGREEMENT

by and between

THE CITY OF SEATTLE / MUNICIPAL COURT

and

~~PROFESSIONAL AND TECHNICAL EMPLOYEES~~PROTEC17

~~LOCAL #17~~

UNIT:

MUNICIPAL COURT
PROBATION COUNSELORS

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

Table of Contents

AGREEMENT

by and between

THE CITY OF SEATTLE / MUNICIPAL COURT

and

~~PROFESSIONAL AND TECHNICAL EMPLOYEES~~PROTEC17

~~LOCAL #17~~

PREAMBLE

THIS AGREEMENT is between the CITY OF SEATTLE/MUNICIPAL COURT (hereinafter called the Employer) and ~~PROFESSIONAL AND TECHNICAL~~PROTEC17 ~~EMPLOYEES, LOCAL #17~~ (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties regarding wages, hours, and other conditions of employment of those employees in classifications for whom the Employer has recognized the Union as the exclusive collective bargaining representative.

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

ARTICLE 1 - NON-DISCRIMINATION

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

1.2 Whenever words denoting the feminine or masculine gender are used in this Agreement, they are intended to apply equally to either gender.

1.3 The Employer and the Union are jointly committed to ensuring equal opportunity and building a workforce that reflects the whole community and creates a diverse workforce. The City and the Union are committed to diversity training. To the fullest extent practicable, the Employer and the Union are committed to promoting policies, programs and procedures necessary to investigate claims and resolve illegal discriminatory practices. We are committed to ensuring that our actions individually and collectively support the spirit of this agreement. To that end, the Employer and the Union agree that the Employer will make a good faith effort to recruit a diverse applicant pool.

ARTICLE 2 - RECOGNITION AND BARGAINING UNIT

2.1 The Employer recognizes the Union as the exclusive collective bargaining representative for the purpose stated in RCW 41.56 for the bargaining unit defined to include the job titles listed in Appendix A as certified by the Public Employment Relations Commission in decision number 3239-PECB and excluding confidential employees. This exclusion includes the one position currently classified as a Probation Counselor II, but which has a working title of Volunteer Programs Coordinator and which is part of the management staff team. Regular full and part time employees in the job titles of the bargaining unit as defined ~~shall~~ will be employed subject to the terms and conditions of this agreement.

The term "employees" ~~shall~~ will only include paid employees and ~~shall~~ will not be defined to include volunteers. Nor ~~shall~~ will employees temporarily assigned to the bargaining unit be defined as employees covered by this Agreement. Temporarily assigned employees are those who are temporarily employed for a period not exceeding six (6) consecutive months or those called in on an intermittent basis and to fill in for short-term vacancies or absences of regular employees.

ARTICLE 3 - RIGHTS OF MANAGEMENT

3.1 The management of the Municipal Court and the direction of the work force are vested exclusively in the Employer, except as may be limited by an express provision of this Agreement. Without limitation, implied or otherwise, all matters not specifically and expressly covered by this Agreement ~~shall~~ will be administered by the Employer in accordance with such policy and procedure as the Employer from time to time may determine.

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

A. To recruit, hire, assign, transfer, promote, or lay off employees;

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

C. To set standards of work performance and to evaluate performance annually. When performance issues arise, management will bring such issues to the attention of the employee;

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

E. To determine the amount of job-related education expenses to be reimbursed by the Employer, including tuition and other course or seminar fees, books, and travel;

F. To determine the extent to which any other employee benefit, employment practice, or working condition not specifically mentioned in this Agreement ~~shall~~ will be continued, revised, discontinued, and the extent to which same ~~shall~~ will be funded within the Municipal Court budget;

G. To control the Municipal Court budget;

H. To temporarily assign employees to a specific job or position outside the bargaining unit;

I. To determine appropriate work out-of-class assignments; and

J. To determine rules relating to acceptable employee conduct.

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

3.2 When a promotional opportunity occurs within the bargaining unit, the Department will send an e-mail to all members of the bargaining unit describing the opportunity, prior to or at the same time the position is advertised to external candidates. The Department will follow the Court's Human Resources Department's hiring guidelines.

3.3 If a new or revised evaluation system is to be implemented, the Union ~~shall~~ will be provided notice and, if requested, a labor management meeting will be convened to discuss same.

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

Determination as to (1), (2), or (3) above ~~shall~~ will be made by the department head involved, ~~and their determination in such case shall be final, binding and not subject to the grievance procedure; provided, however,~~ prior to approval by the department head involved to contract out work under this provision, the Union ~~shall~~ will be notified. ~~The City shall~~will provide consistent and uniform contracting out notice from each City department to the Union. The department head involved ~~shall~~ will make available to the Union upon request (1) a description of the services to be so performed, and (2) the detailed factual basis supporting the reasons for such action.

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

No later than June 1, 2020, the parties agree to reopen the contracting provisions related to notice and types information when the City is contracting out work and provisions related to comparable wages and benefits when work is contracted out. Contracting Out will be a part of the LMLC work plan for 2019-2020.

3.5 Criminal Background Investigations:

In accordance with past practice, the Court will conduct background checks upon hiring of all employees. Employment will be contingent on the results of such

background check. If the background investigation on any newly hired employee reveals any record of arrest or conviction, the Court will address the matter in accordance with established Court policy and Criminal Justice Information System (CJIS) requirements.

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

The following provision does not apply in the case of an initial background check of a newly-hired employee. If the Court places an employee on a non-disciplinary unpaid leave solely because ~~he or she has~~they have been denied access to the CJIS system, the Court will not challenge any unemployment compensation claim filed by the employee unless and until the Court decides to take disciplinary action. The Seattle Human Resources Director or ~~his/her~~their designee will contact other City departments to determine if appropriate alternative employment is available for the employee during this period. ~~-~~ If such alternative employment is not available, an employee placed on such non-disciplinary leave may use any previously-accrued annual leave, compensatory time or personal holidays. The Court further agrees to pay an employee who is on such unpaid leave, and for whom alternative employment is not available, a maximum of one week's salary and related benefits, with the understanding that this compensation will constitute the employee's sole remedy under this agreement for wages or benefits during this period.

ARTICLE 4 – EMPLOYEE RIGHTS

4.1. The off-duty activities of employees ~~shall~~ will not be cause for disciplinary action unless said activities are a conflict of interest or are detrimental to the employee's work performance or the program or image of the Court, or otherwise violate the Court's Code of Conduct.

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

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

4.3. The City agrees that when an employee covered by this Agreement attends a meeting for purposes of discussing an incident that may lead to suspension, demotion or termination of that employee because of that particular incident, the employee ~~shall~~ will be advised of their right to be accompanied by a representative of the Union. If the employee desires Union representation in said matter, they ~~shall~~ will so notify the City at that time and ~~shall~~ will be provided reasonable time to arrange for Union representation.

4.4. The employee who appears to have a substance abuse, behavioral, or other problem that is affecting job performance or interfering with the ability to do the job, ~~shall~~ will be encouraged to seek information, counseling, or assistance through private sources that the employee may be aware of or sources available through the City's Employee Assistance Program. Employees are encouraged to make use of such sources on a self-referral basis and supervisors will assist in maintaining confidentiality. No employee's job security will be placed in jeopardy solely as a result of seeking and following through with corrective treatment or counseling.

It is the employee's responsibility to correct unsatisfactory job performance or behavioral problems interfering with the ability to perform the job, and failure to

do so will result in disciplinary action. The employee's department head may hold such disciplinary action in abeyance if the employee agrees:

A. To meet with or advise the Employee Assistance Program Coordinator of the employee's preferred course of treatment; and

B. To follow through on a course of action, treatment or counseling recommended and/or accepted by the Employee Assistance Program Coordinator; and

C. To have such follow-through verified by the Employee Assistance Program Coordinator to the employee's department head or designee.

If the employee fails to follow through as recommended and does not correct ~~his or her~~their job performance or behavioral problems that interfere with the ability to perform the job, the discipline will be imposed as recommended.

ARTICLE 5 - UNION ~~MEMBERSHIP AND DUES~~ENGAGEMENT AND PAYROLL DEDUCTIONS

5.1 The ~~Employer~~ City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, ~~and~~ regular monthly dues, assessments and other fees as certified by the Union. ~~uniformly required of members of the Union.~~ The amounts deducted ~~shall~~ will be transmitted monthly to the Union on behalf of the employees involved. ~~Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Union by the Employer. Those individuals paying Agency fees will be afforded payroll deduction the same as Union members.~~

5.~~2~~1.1 ~~The Union agrees to indemnify and save harmless the Employer from any and all liability arising out of this Article.~~The performance of this function is recognized as a service to the Union by the City and the City ~~shall~~ will honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only.

5.~~3~~1.2 ~~It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members shall either join the Union or pay monthly an amount equivalent to the regular monthly dues of the Union to the Union, and any employee hired or assigned into the bargaining unit as defined in Section 2.1 of this Agreement shall, on or after the thirtieth (30th) day following the beginning of such employment, or inclusion within the bargaining unit, either join the Union or pay monthly an amount equivalent to the regular monthly dues of the Union to the Union.~~

~~Employees who are determined by the Public Employment Relations Commission to satisfy the religious exemption requirements of RCW 41.56.122 shall pay an amount equivalent to regular union dues and initiation fees to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.~~

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.

5.~~4~~2 ~~Failure by an employee to abide by the afore-referenced provisions shall constitute cause for discharge of such employee; provided, however, it shall be the responsibility of the Union to notify the Employer in writing when it is seeking discharge of an employee for noncompliance with Section 3 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 Director of Probation Services with copies to the Municipal Court Human Resources Manager, 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 Section 4.3.~~

~~The contents of the "Request for Discharge Letter" shall specifically request the discharge of the employee for failure to abide by Section 4.3, but provide the employee and the Employer with thirty (30) calendar days' written notification of the Union's intent to initiate discharge action, during which time the employee may make restitution in the amount that is overdue. Upon receipt of the Union's request, the Director of Probation Services shall give notice in writing to the employee, with a copy to the Union, the Municipal Court Human Resources Manager 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 Director of Probation Services any information relevant to why the department should not act upon the Union's written request for the employee's discharge.~~

~~In the event the employee has not yet fulfilled the obligation set forth within Section 4.3 within the thirty (30) calendar day period noted in the "Request for Discharge Letter," the Union shall thereafter reaffirm in writing to the Director of Probation Services, with copies to the Municipal Court Human Resources Manager, the affected employee and the 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 Employer 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 Director of Probation Services in writing, with a copy to the Municipal Court Personnel Manager, the City Director of Labor Relations and the affected employee. If the Union has reaffirmed its request for discharge, the Director of Probation Services shall notify the Union in writing, with a copy to the Municipal Court Personnel Manager, the City Director of Labor Relations and the affected employee, that the department effectuated the discharge and the specific date such discharge was effectuated, or that the department has not discharged the employee, setting forth the reasons why it has not done so.~~ 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.

5.~~5~~2.1 ~~The Employer will require all employees hired, appointed, reinstated, or reclassified into a position included in the bargaining unit to sign a form with a copy to the Union that will inform them of their bargaining unit status.~~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.

5.~~6~~3 ~~On or about May 1 of each calendar year, the Employer will provide the Union with a current listing of all employees within its bargaining unit.~~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.

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

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

5.5 The City of Seattle, including its officers, supervisors, managers and/or agents, ~~shall~~will 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.

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

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

5.7 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 Union dues authorization rules.

5.7.1 Every effort will be made by the City to end the deductions effective on the fist 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.

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

See also: Appendix B

ARTICLE 6 - DISCIPLINARY ACTION

The parties agree to attempt to resolve disciplinary matters at the lowest level possible in an effort to maintain workplace harmony. The parties agree that in their respective roles primary emphasis will be placed on preventing matters requiring disciplinary actions through effective employee-management relations.

The primary objective of discipline will be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the Court may take against an employee include:

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

For employees covered by the terms of this Agreement, the Court will use Daugherty's Seven Tests of Just Cause as a standard to determine if the disciplinary action is firmly and fairly grounded. These could include but are not limited to the following:

1) A reasonable rule/order was broken;
2) The employee was put on sufficient notice of the rule/order;
3) A fair investigation has been completed;
4) Substantial proof of the violation of a reasonable rule/order was discovered during the investigation; and
5) The employee was treated equally to other employees who committed a similar offense

The parties further agree that the disciplinary action taken depends upon the seriousness of the affected employee's conduct. In cases of suspension, demotion, or discharge, the specified charges and duration, where applicable, of the action will be furnished to the employee in writing not later than one (1) working day after the action became or becomes effective.

ARTICLE ~~6~~ 7 - GRIEVANCE PROCEDURE

~~6~~7.1 Any dispute between the Employer and the Union or between the Employer and any employee covered by this Agreement concerning the interpretation, application, claim of breach, or violation of the express terms of this Agreement ~~shall~~ will be deemed a grievance.

Those issues specified as a management right as listed in Article 3 - Rights of Management ~~shall~~ will not be a proper subject for the grievance procedure except that allegations of the exercise of those rights in an arbitrary and capricious manner may be processed through Step 3 of the grievance procedure below. Disciplinary actions ~~shall~~will not be a proper subject for the grievance procedure except as provided for in Section 6.7.

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

~~6~~7.1.1 Reclassification grievances ~~shall~~ will be processed per Section 6.8.

~~6~~7.2 Every effort will be made to settle grievances at the lowest possible level of supervision with the understanding grievances will be filed at the step in which there is authority to adjudicate, provided the immediate supervisor is notified. Employees will be free from coercion, discrimination, or reprisal in seeking adjudication of their grievance.

~~6~~7.3 Grievances processed through Step 3 of the grievance procedure shall be heard during normal Employer working hours unless stipulated otherwise by the parties. Employees involved in such grievance meetings during their normal Employer working hours ~~shall~~ will be allowed to do so without suffering a loss in pay. No more than one (1) shop steward, other than the grievant, ~~shall~~ will attend the grievance meeting, except through prior approval of the Employer representative convening the meeting.

~~6~~7.4 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 ~~shall~~ will constitute withdrawal of the grievance. Failure by the Employer to comply with any time limitation of the procedure in this Article ~~shall~~ will allow the Union and/or the employee to proceed to the next step without

waiting for the Employer to reply at the previous step, except that employees may not process a grievance beyond Step 3.

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

~~6~~7.5 A grievance ~~shall~~ will be processed in accordance with the following procedure:

Step 1 - A grievance ~~shall~~ will be presented in writing by the aggrieved employee or the employee and/or Shop Steward within twenty (20) business days of the alleged contract violation to the supervisor. The supervisor should consult and/or arrange a meeting with his/her supervisor(s) if necessary to resolve the grievance. The parties agree to make every effort to settle the grievance at this stage promptly. The supervisor(s) ~~shall~~ will answer the grievance in writing within ten (10) business days after being notified of the grievance.

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

With Mediation

At the time the aggrieved employee and/or the Union submits the grievance to the Director of Probation Services, the Executive Director or ~~his/he~~their~~r~~ designee or the aggrieved employee or the Director of Probation Services may submit a written request for voluntary mediation assistance, with a copy to the Alternative Dispute Resolution (ADR) Coordinator, the City Director of Labor Relations and the Executive Director or ~~his/her~~their designee. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, the ADR Coordinator or ~~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. The Executive Director or ~~his/her~~their designee and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties ~~shall~~ will sign. An executed copy of the settlement agreement ~~shall~~ will be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement ~~shall~~ will be provided by the

parties to the department's designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the Director of Probation Services and the Executive Director or ~~his/her~~their designee ~~shall~~ will be so informed by the ADR Coordinator.

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

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

Without Mediation

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

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

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

The Director of Labor Relations or ~~his/her~~their designee ~~shall~~ will investigate the grievance and, if deemed appropriate, ~~he/she~~they ~~shall~~ will convene a meeting between the appropriate parties. ~~He/she~~They ~~shall~~ will thereafter make a confidential recommendation to the Presiding Judge, who ~~shall~~ will in turn give the Union an answer in writing twenty (20) business days after receipt of the grievance or the meeting between the parties.

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

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

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

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

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

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

Demands for Arbitration will be accompanied by the following information:

A. Identification of sections of the Agreement allegedly violated

B. Nature of the alleged violation

C. Remedy sought

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

1. The arbitrator ~~shall~~ 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~~ will be limited to the interpretation or application of the express terms of this Agreement, and all other matters ~~shall~~ will be excluded from arbitration including those matters specifically excluded from this grievance and arbitration procedure.

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

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

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

5. Any arbitrator selected under Step 4 of this Article ~~shall~~ 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.

~~6~~7.6 Arbitration awards or grievance settlements ~~shall~~ will not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.

~~6~~7.7 Grievances involving discipline ~~shall~~ will not be a proper subject for consideration under the contract grievance and arbitration procedure found in Sections 6.4 and 6.5. Disciplinary grievances involving suspension, demotion, or termination of employment ~~shall~~ will be filed within fifteen (15) business days of written notice of the disciplinary action under the following procedure:

Step 1 - A discipline grievance ~~shall~~ will be filed in writing by the grieving employee and/or the shop steward with the Director of Probation Services within fifteen (15) business days after the employee receives notice of the disciplinary action. The

Director of Probation Services ~~shall~~ will respond in writing within fifteen (15) business days after receipt of the grievance.

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

The disciplinary review panel ~~shall~~ will consist of:

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

B. The Human Resources Manager of Municipal Court;

C. The City Director of Labor Relations or ~~his/her~~their designee who ~~shall~~ will serve as chairperson;

D. A panel member designated by the Union.

The panel ~~shall~~ will conduct an informal hearing, at which time management and the Union will each have an opportunity to present information related to the discipline/grievance. The Presiding Judge (or ~~his/her~~their designee in the event the Presiding Judge was involved in the incident leading to disciplinary action) may, at the request of the Union, attend the hearing as an observer. The Presiding Judge or ~~his /her~~their designee will not be present during the panel's deliberative process. The panel will provide its findings and recommendations, which ~~shall~~ will include the findings/recommendations of each individual panel member if consensus has not been reached, to the Director of Probation Services, the Court Administrator and the Presiding Municipal Court Judge or ~~his/her~~their designee within twenty (20) business days from the date the hearing was concluded. The Presiding Judge or ~~his/her~~their designee ~~shall~~ will notify the Union of ~~his/her~~their final decision within fifteen (15) business days after receipt of the panel's findings and recommendations. If the Presiding Judge was involved in the incident leading to disciplinary action, the Presiding Judge will appoint a designee to make the final decision. The decision ~~shall~~ will not be further appealable.

~~6~~7.8 A reclassification grievance will be initially submitted by the Union in writing to the Director of Labor Relations with a copy to the Department. The Union will identify in the grievance letter the name(s) of the grievant(s), their current job classification, and the proposed job classification. The Union will include with the grievance letter a Position Description Questionnaire (PDQ) completed and

signed by the grievant(s). At the time of the initial filing, if the PDQ is not submitted, the Union will have sixty (60) calendar days to submit the PDQ to Labor Relations. After initial submittal of the grievance, the procedure will be as follows:

A. The Director of Labor Relations or designee will notify the Union of such receipt and will provide a date (not to exceed five (5) months from the date of receipt of the PDQ signed by the grievant(s)) when a proposed classification determination report responding to the grievance will be sent to the Union.

B. The Director of Labor Relations or designee will provide notice to the Union when, due to unforeseen delays, the time for the classification review will exceed the five (5) month period.

C. The Department Director, upon receipt of the proposed classification determination report from the Director of Labor Relations or designee, will respond to the grievance in writing.

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

    1. The Union may submit the grievance to binding arbitration per Section 6. 5, Step 4, or

    2. The Union may request the classification determination be reviewed by the Classification Appeals Board consisting of two members of the Classification/Compensation Unit and one human resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request arrange a hearing, and when possible convene the hearing within thirty (30) calendar days. The Board will make a recommendation to the Seattle Human Resources Director within forty-five (45) calendar days of the appeal hearing. The Director of Labor Relations or designee will respond to the Union after receipt of the Seattle Human Resources Director's determination. If the Seattle Human Resources Director affirms the Classification Appeals Board recommendation, that decision ~~shall~~ will be final and binding and not subject to further appeal. If the Seattle Human Resources Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Section 6.5, Step 4.

ARTICLE ~~7~~ 8 - WORK STOPPAGES

~~7~~8.1 The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all Employer services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of the Agreement, the Union ~~shall~~ will not cause any work stoppage, strike, slowdown, or other interference with Employer functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Employees ~~shall~~ will not cause or engage in any work stoppage, strikes, slowdown, or other interference with Employer functions for the term of this Agreement. Employees covered by this Agreement who engage in any of the foregoing actions ~~shall~~ will be subject to such disciplinary actions as may be determined by the Employer; including but not limited to the recovery of any financial losses suffered by the Employer.

ARTICLE ~~8~~ 9 - CLASSIFICATIONS AND RATES OF PAY

~~8~~9.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth in the appendix attached hereto and made a part of this Agreement.

~~8.~~9.2 ~~Effective December 31, 2014, rates of pay shall be according to Appendix A, Section 1 which includes a 2.0% increase.~~Effective December 26, 2018, wages 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%.

~~8~~9.3 ~~Effective December 30, 2015, rates of pay shall be according to Appendix A, Section 2 which includes an increase of 2%.~~ Effective December 25, 2019, wages 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 2017 through June 2018 to the period June 2018 through June 2019, minimum 1.5%, maximum 4%.

~~8~~9.4 Effective January 6, 2021, wages 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%. ~~Effective December 28, 2016, rates of pay shall be according to Appendix A, Section 3 which includes an increase of 2.5%.~~

~~8~~9.5 ~~Effective December 27, 2017, rates of pay shall be according to Appendix A, Section 4 which includes an increase of 2.75%.~~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 9.2 through 9.5, and any discrepancies shall be governed by those Articles.

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

~~8~~9.~~7~~6 An employee who is scheduled to work not less than four (4) hours of ~~his/her~~their regular work shift during the evening (swing) shift or night (graveyard) shift, ~~shall~~ will receive the following shift premiums for all scheduled hours worked during such shift.

SWING SHIFT ~~$.~~$.75~~65~~ per hour

GRAVEYARD SHIFT $~~.90~~1.00 per hour

Effective ~~December 30, 2015~~December 25, 2019, an employee who is scheduled to work not less than four (4) hours of ~~his/her~~their regular work shift during the evening (swing) shift or night (graveyard) shift, ~~shall~~ will receive the following shift premiums for all scheduled hours worked during such shift.

SWING SHIFT ~~$.75~~$1.00 per hour

GRAVEYARD SHIFT ~~$1.00~~$1.50 per hour

With exception of paid sick leave, the above shift premium ~~shall~~ will apply to time worked as opposed to time off with pay and therefore, for example, the premium ~~shall~~ will not apply to sick leave, vacation, holiday pay, funeral leave, etc. Employees who work one of the shifts for which a premium is paid and who are required to work overtime ~~shall~~ will have the shift premium included as part of the base hourly rate for purposes of computing the overtime rate.

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

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

~~8.7~~9.8 A. Every employee upon first appointment ~~shall~~ will receive the minimum rate of the salary range fixed for the position, except as provided herein. When the application of this paragraph results in an inequity, or when it becomes necessary because of difficulties in recruitment, payment of other than the prescribed step may be authorized by the Employer.

B. An employee ~~shall~~ will be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases ~~shall~~ will be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section shall be defined in terms of one month's service for each month of full-time employment, including paid absences. Step increments in the out-of-class title ~~shall~~ will be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increments ~~shall~~ will not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for twelve (12) months

(each 2088 hours) of actual service, they will receive one step increment in the higher-paid title; provided that they have not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months and that such increment does not exceed the top step of the higher salary range.

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

D. In determining "actual service" for advancement in salary step, absence due to sickness or injury for which the employee does not receive compensation may, at the discretion of the Employer, be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the Employer, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this paragraph, time lost by reason of disability for which an employee is compensated by Industrial Insurance or ordinance disability provisions ~~shall~~ will not be considered absence. An employee who returns after layoff, or who is reduced in rank to a position in the same or another department, may be given credit for such prior service.

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

F. Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range ~~shall~~ will continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase, and ~~shall~~ will thereafter receive step increases as provided in Section 6.

G. Promotions - An employee appointed to a position in a class having a higher maximum salary ~~shall~~ will be placed at the step in the new salary range which provides an increase closest to but not less than one salary step over the most recent step received in the previous salary range immediately preceding the promotion, not to exceed the maximum step of the new salary range; provided further, that this provision ~~shall~~ will apply only to appointments of employees from regular full-time positions and ~~shall~~ will not apply to temporary assignments providing pay "over regular salary while so assigned."

1. Hours worked out-of-class ~~shall~~ will apply toward salary step placement if the employee is appointed, or ~~his/her~~their position reclassified, to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

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

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

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

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

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

ARTICLE ~~9~~ 10 - WORK OUTSIDE OF CLASSIFICATION

~~9~~10.1 Whenever an employee is assigned by the department head or designee to perform the normal ongoing duties of and accept responsibility of a position when the duties of the position are clearly outside of the scope of an employee's regular classification for a period in excess of eight (8) consecutive hours or longer, ~~he/she~~they ~~shall~~ will be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class salary rate ~~shall~~ will be determined in the same manner as for a promotion.

~~9~~10.2 The department head or designee may temporarily assign an employee to perform the duties of a lower classification without a reduction in pay.

~~9~~10.3 An employee temporarily assigned to perform the duties of a lower classification primarily for the benefit of the employee ~~shall~~ will be paid at the rate of the lower classification.

~~9~~10.4 When an out of class opportunity becomes available in the bargaining unit, management will send an e-mail to all bargaining unit members describing the out of class opportunity. The e-mail will include a deadline by which employees must express their interest in the opportunity. If the out of class assignment is two weeks or less, the opportunity will be offered only to ~~Local~~ PROTEC17 members in the Probation Division who either currently work or have previously worked in the specific unit where the out of class opportunity exists.

~~9~~10.5 If an employee is assigned by the department head or designee, pursuant to this Article, to perform all of the duties of a higher classification on a continuous basis in excess of sixty (60) calendar days, ~~he/she~~they thereafter, while still assigned at the higher level, will be compensated for ~~-~~ vacation and holidays at the rate of the assigned higher classification. Any sick leave taken in lieu of working a scheduled out-of-class assignment must be paid at the same rate as the out-of-class assignment. Such paid sick leave ~~shall~~ will count towards salary step placement for the out-of-class assignment or in the event of a regular appointment to the out-of-class title within 12 months of the out-of-class assignment.

~~9~~10.6 The Employer ~~shall~~ will have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. The Employer may work employees out-of-class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months. The six (6) month period may be exceeded under the following circumstances: (1) when a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) when a position is scheduled for abrogation; or (4) a position is encumbered (an assignment in lieu of a layoff; e.g., with the renovation of the Seattle Center Coliseum). When such circumstances require that an out-of-class assignment be

extended beyond six (6) months, the Employer ~~shall~~ will notify the Union or Unions that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out-of-class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good-faith basis.

~~9~~10.7 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as his/her primary class, across Union jurisdictional lines, with no change to his/her regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement, and payment for absences do not apply in these instances.

~~9~~10.8 Out-of-class ~~shall~~ will be formally assigned in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties that would otherwise constitute an out-of-class assignment. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of his or her own classification, if the employee is not formally assigned to perform the duties on an out-of-class basis.

~~9~~10.9 No employee may assume the duties of the higher-paid position without being formally assigned to do so, except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to the Presiding Judge or designee for retroactive payment of out-of-class pay. The decision of the Presiding Judge or designee as to whether the duties were performed and whether performance thereof was appropriate ~~shall~~ will be final.

ARTICLE 11 - Layoffs

The Seattle Municipal Court will notify the Union and the affected employees in writing at least two (2) weeks in advance whenever possible, when a layoff is imminent within the bargaining unit.

Layoff for purposes of this agreement will be defined as:

The interruption of employment and suspension of pay of any employee because of lack of work, lack of funds or through reorganization. Reorganization when used as a criterion for layoff under this Agreement will be based upon specific policy decision(s) by legislative authority to eliminate, restrict, or reduce functions or funds of the Court.

The following factors will be considered when layoffs occur after management determines which lines of business will be impacted:

a) Seniority;
b) Special experience, training, or skill required for the operating needs of the Court;
c) Minimum qualifications; and
d) EEO considerations[1]

In all represented classifications in this Agreement, the following will be the order of layoff:

1. Vacant positions;
2. Temporary or intermittent employees not earning service credit;
3. Regular employees[2] in order of their length of service, the one with the least service being laid off first.

[1] When
a) Employees in protected classes are substantially underrepresented in an EEO category within the Court: or
b) A planned layoff would produce substantial underrepresentation employees in protected classes; and
c) Such layoff in normal order would have a negative, disparate impact on employees in protected classes; then the Court Human Resources Director will make the minimal adjustment necessary in the order of layoff in order to prevent the negative disparate impact.

[2] Except as their layoff may be affected by military service.

ARTICLE 12 – RECALL

The names of employees who have been laid off will be placed upon a Reinstatement Recall List for the same or lower classification within the Court for a period of one year from the date of layoff or the following budget, whichever occurs later.

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

If a vacancy is to be filled in the Court and a Reinstatement Recall List for the classification for that vacancy contains the names of eligible employees who were laid off from that classification the following will be the order of the Reinstatement Recall List: the regular employee on the Reinstatement Recall List who has the most service credit will be first reinstated.

ARTICLE ~~10~~ 13 - ANNUAL VACATIONS

~~10~~13.1 Annual vacations with pay ~~shall~~ will be granted to eligible employees computed at the rate shown in Section 9.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

~~10~~13.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensated time, and sick leave. At the discretion of the Employer, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.

~~10~~13.3 The vacation accrual rate ~~shall~~ will be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

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

~~10~~13.4 An employee who is eligible for vacation benefits ~~shall~~ will accrue vacation from the date of entering Employer service or the date upon which ~~he/she~~they became eligible and may accumulate a vacation balance that ~~shall~~ will never exceed at

any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall will cease at the time an employee's vacation balance reaches the maximum balance allowed and shall will not resume until the employee's vacation balance is below the maximum allowed.

1013.5 Employees may, with department approval, use accumulated vacation with pay 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 (1040) hours on regular pay status prior to using vacation time will end.

1013.6 In the event that the Employer cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to three (3) months if such exception is approved by the Presiding Judge or designee. A notice describing the circumstances and reasons leading to the need for the extension will be filed with the Seattle Human Resources Director. No extension of this grace period will be allowed.

1013.7 The minimum vacation allowance to be taken by an employee shall will be in fifteen (15) minute increments.

1013.8 An employee who leaves the Employer's service for any reason after more than six (6) months' service shall will be paid in a lump sum for any unused vacation he/she hasthey have previously accrued.

1013.9 Upon the death of an employee in active service, pay shall will be allowed for any vacation earned and not taken prior to the death of such employee.

1013.10 Where an employee has exhausted his/hertheir sick balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. Employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.

Where the terms of this Section 9.11 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance shall will apply.

1013.11 The department head shall will arrange vacation time for employees on such schedules as will least interfere with the functions of the department, but which accommodate the desires of the employee to the greatest degree feasible.

ARTICLE ~~11~~ 14 - HOLIDAYS

~~11~~14.1 The following days or days in lieu thereof ~~shall~~ will be recognized as paid holidays:

New Year's Day	January 1
Martin Luther King, Jr's. Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Day immediately following Thanksgiving Day
Christmas Day	December 25

Two Personal Holidays (0 through 9 years of service)
Four Personal Holidays (after completion of 9 years of service)

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

14.2Employees who have either:

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

2. Are accruing vacation at a rate of .0615

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

~~11~~14.~~2~~3 Personal holidays ~~shall~~ will be used in eight (8) hour increments or a pro-rated equivalent for part-time employees or, at the discretion of the Presiding Judge or designee, such lesser fraction of a day as ~~shall~~ will be approved.

~~11~~14.~~3~~4 Employees who work on a holiday ~~shall~~ will be paid for the holiday at their regular straight-time hourly rate of pay, and in addition ~~shall~~ will be paid at the rate of one

and one-half (1-1/2) times their regular straight-time hourly rate of pay for hours worked.

~~11.4~~14.5 To qualify for holiday pay employees covered by this Agreement must have been on the payroll prior to the holiday and on pay status the normal workday before and the normal workday after the holiday.

~~11.5~~14.6 A regular part-time employee ~~shall~~ will receive paid holiday time off (or paid time off in lieu thereof) based upon straight-time hours compensated during the pay period immediately prior to the pay period in which the holiday falls. The amount of paid holiday time off for which the part-time employee is eligible ~~shall~~ will be in proportion to the holiday time off provided for full-time employees. For example, a full-time employee working eighty (80) hours per pay period would be eligible for eight (8) hours off with pay on a holiday, while a part-time employee who works forty (40) hours during the pay period preceding the holiday would be eligible for four (4) hours off with pay.

~~11.6~~14.7 Each holiday ~~shall~~ will consist of eight (8) hours. Employees working 4/10 or other alternative work schedules will revert to a 5/8 schedule during holiday weeks. Subject to the approval of the Probation Services Director, as an alternative, an employee may work the regular 4/10 schedule that week and be absent from work on the holiday for ten (10) hours. However, only eight (8) hours will be paid as holiday pay. The other two (2) hours must be covered by one of the following methods:

A. Use of accumulated compensatory time or vacation time;

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

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

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

ARTICLE ~~12~~ 15 – LEAVES AND VEBA

~~12~~15.1 Sick Leave: Sick leave shall be defined as paid time off from work for a qualifying reason under Article 15.1 of this agreement. Employees covered by this Agreement ~~shall~~ will accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status not exceeding 40 hours per week as shown on the payroll~~, .but not more than forty (40) hours per week~~. However, if an employee's overall accrual rate falls below the accrual rate required by Chapter 14.16 (Paid Sick and Safe Time Law), the employee shall be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of Chapter 14.16. Unlimited sick leave credit may be accumulated. New employees entering Employer service ~~shall~~ will not be entitled to use sick leave with pay during the first thirty (30) days of employment, but ~~shall~~ will ~~accumulate sick leave credits during such thirty (30) day period. Sick leave credit may~~ accrue sick leave credits during such thirty (30) day period. An employee is authorized to use paid sick leave for hours that the employee was scheduled to have worked for the following reasons:

~~be used for bona fide cases of:~~

1. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventive care; or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or
2. To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code Chapter 4.24.005 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or
3. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such reason, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210, or
4. Absences that qualify for leave under the Domestic Violence Leave Act, Chapter 49.76 RCW~~.~~, or
5. The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or
6. The non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for purposes of adoption, including any time away from work prior to or following placement of the child to satisfy legal or regulatory requirements for the adoption.

Sick leave used for the purposes contemplated by Article 15.1.5 and 15.1.6 must end before the first anniversary of the child's birth or placement.

~~A. Illness or injury that prevents the employee from performing his/her regular duties.~~

~~B. Disability due to pregnancy and/or childbirth.~~

~~C. Employee medical or dental appointments.~~

~~D. Care of an employee's spouse or domestic partner, or the parent, sibling, dependent or adult child or grandparent of such employee or his or her spouse or domestic partner, in instances of an illness, injury, or health care appointment where the absence of the employee from work is required, or when such absence is recommended by a health care provider, and as required of the City by the Family Care Act, Chapter 296-130 W.A.C., and/or as defined and provided for by City Ordinance as cited at SMC 4.24.~~

~~E. Non-medical care of their newborn children and the non-medical care of children placed with them for adoption consistent with Personnel Rule 7.7.3~~

~~F. Sick leave may be taken by an employee who is receiving treatment for alcoholism or drug addiction as recommended by a physician, psychiatrist, certified social worker, or other qualified professional.~~

~~G. 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.~~

~~H. 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.~~

~~I. Eligible reasons related to domestic violence, sexual assault, or stalking as set out in RCW 49.76.030~~

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

~~12~~15.2 Change in position or transfer to another Municipal Court or City department ~~shall~~ will not result in a loss of accumulated sick leave. ~~An employee reinstated or reemployed in the same or another department after termination of service, except after dismissal for cause, resignation, or quitting, shall~~ will be credited with ~~all unused sick leave accumulated prior to such termination~~. Regular or benefits eligible temporary employees who are reinstated or rehired within 12 months of separation in the same or another department after any separation, including dismissal for cause, resignation, or quitting, will have unused accrued sick leave

reinstated as required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210.

~~12~~15.3 ~~Compensation for the first four (4) days of absence shall be paid upon approval of the Presiding Judge or designee. In order to receive compensation for such absence, employees shall make themselves available for such reasonable investigation, medical or otherwise, as determined by the Presiding Judge or designee shall see fit to have made.~~ In order to receive paid sick leave for reasons provided in Article 15.1.1 -15.1.4, an employee shall be required to provide verification that the employee's use of paid sick leave was for an authorized purpose, consistent with Seattle Municipal Code Chapter 14.16 and other applicable laws such as RCW 49.46.210. However, an employee shall not be required to provide verification for absences of less than four consecutive days.

~~A. Compensation for such absences beyond four (4) continuous days shall be paid only after approval of the Presiding Judge or designee of a request from the employee supported by a report of the employee's physician. The employee shall provide himself/herself with such medical treatment or take such other reasonable precautions as necessary to hasten recovery and provide for an early return to duty.~~

~~B. Upon request by the employing unit, 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 greater than four days for reasons authorized in Article 12.1.H of this Agreement.~~

~~C. An employing authority may also require that a request for paid sick leave to cover absences greater than four days for reasons set forth under Article 12.1.I 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).~~

~~12~~15.4 Conditions Not Covered - Employees ~~shall~~ will not be eligible for sick leave:

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

B. When off work on a holiday.

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

~~12~~15.5 Prerequisites for Payment:

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

B. Notification While on Paid Vacation or Compensatory Time Off: If an employee is injured or is taken ill while on paid vacation or compensatory time off, ~~he/she shall~~they will notify ~~his/her~~their department on the first day of disability that they will be using paid sick leave.. ~~However, if it is physically impossible to give the required notice on the first day, notice shall be provided as soon as possible and shall be accompanied by an acceptable showing of reasons for the delay.~~ A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented ~~regardless of the number of days involved.~~for absences greater than three continuous days.

C. Claims to be in 15 Minute Increments: Sick leave ~~shall~~ will be claimed in ~~15 minute~~15-minute increments to the nearest full ~~15 minute~~15-minute increment. A fraction of less than 8 minutes shall be disregarded. Separate portions of an absence interrupted by returns to work ~~shall~~ will be claimed on separate application forms.

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

E. Rate of Pay for Sick Leave Used: An employee who uses paid sick leave ~~shall~~ will be compensated at the straight time rate of pay ~~he or she would have earned had he or she worked as scheduled, with the exception of overtime (see Article 12.5.F).~~as required by Seattle Municipal Code 14.16, and other applicable laws such as RCW 49.46.210. ~~–~~For example, an employee who misses a scheduled night shift associated with a graveyard premium pay would receive the premium for those hours missed due to sick leave. For

employees who use paid sick leave hours that would have been overtime if work, the City will apply requirements of Seattle Municipal Code 14.16 and applicable laws such as RCW 49.46.210. See also Articles 9.5 for sick leave use and rate of pay for out-of-class assignments.

~~F. Rate of Pay for Sick Leave Used to Cover Missed Overtime: An employee may use paid leave for scheduled mandatory overtime shifts missed due to eligible sick leave reasons. Payment for the missed shifts shall be at the straight-time rate of pay the employee would have earned had he or she worked. An employee may not use paid sick leave for missed voluntary overtime shifts, which is scheduled work that the employee elected or agreed to add to his or her schedule.~~

~~12~~15.6 Sick Leave Transfer Program - Employees may donate and/or receive sick leave in accord with the terms and conditions of the Employer's Sick Leave Transfer Program. This program is established and defined by City ordinance and may be amended or rescinded at any time during the term of this Agreement. Any disputes that may arise concerning the terms, conditions and/or administration of such program ~~shall~~ will be subject to the Grievance Procedure in Article 5 of this Agreement through Step 3 of Section 6.5. Grievances over sick leave transfer program disputes ~~shall~~ will not be subject to Step 4 (Arbitration) of Section 6.5.

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

~~12~~15.7 Industrial Injury or Illness:

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

B. Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee ~~shall~~ will be compensated in full for the remaining part of the day of injury without effect to ~~his/her~~their sick leave or vacation account. Scheduled workdays falling within only the first three (3)

calendar days following the day of injury ~~shall~~ will be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee ~~shall~~ will be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then: (1) any accrued sick leave or vacation leave utilized that results in absence from ~~his/her~~their regular duties (up to a maximum of eighty percent (80%) of the employee's normal hourly rate of pay per day) ~~shall~~ will be reinstated; or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee ~~shall~~ will thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 6A.

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

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

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

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

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

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

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

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

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

NOTE. The parties agree that either may reopen for negotiation the terms and conditions of this Section 7.

~~12~~15.8 Bereavement~~/Funeral~~ Leave - ~~Employees~~ Regular employees covered by this Agreement ~~shall~~ will be allowed ~~one day~~five (5) days off without salary deduction for bereavement purposes in the event of the death of any close relative.~~; provided, that where attendance at a funeral or for bereavement purposes requires total travel of two hundred (200) miles or more, one additional day with pay shall be allowed; provided further, that the department head may, when circumstances require and upon application stating the reasons therefore, authorize for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the employee, but no combination of paid absence under this Section shall exceed five (5) days for any one period of absence. In like circumstances and upon like application the department head may authorize for the purpose of attending the funeral/bereavement of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "close relative" shall mean the spouse, domestic partner, child, mother, father, stepmother, stepfather, brother, sister, grandchild, grandfather or grandmother of the employee or spouse or domestic partner, and the term "relative other than a close relative" shall mean~~

~~the uncle, aunt, cousin, niece, nephew, or the spouse or domestic partner of the brother, sister, child or grandchild of the employee or spouse.~~

~~Bereavement/Funeral leave may be allowed for bereavement purposes and/or attendance at the funeral of any other relative as allowed by City Ordinance. Such relatives shall be determined as close relatives or relatives other than close relatives pursuant to the terms of the Ordinance for purposes of determining the extent of bereavement/funeral leave or sick leave allowable as provided above.~~

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

For purposes of this Section, the term "*close relative*" will mean the spouse or domestic partner, child, mother, stepmother, father, stepfather, brother, sister, grandchild, grandfather or grandmother of the employee or spouse or domestic partner, an employee's legal guardian, ward or any person over whom the employee has legal custody. The term "*relative other than a close relative*" will mean the uncle, aunt, cousin, niece, nephew, or the spouse or domestic partner of the brother, sister, child or grandchild of the employee or spouse or domestic partner; or the uncle, aunt, cousin, niece, nephew, spouse or domestic partner of the brother or sister of the spouse or domestic partner of such employee.

~~12~~15.9 Family and Medical Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code, Chapter 4.26, "Family and Medical Leave," or the federal Family and Medical Leave Act, may take leave to care for themselves and qualified dependents.

~~12~~15.10 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.

~~12~~15.11 Sabbatical Leave - Regular employees covered by this Agreement ~~shall~~ will be eligible for sabbatical leave under the terms of Seattle Municipal Code Chapter 4.33.

~~12~~15.12 Emergency, Inclement Weather and Natural Disaster Leave - One (1) day or a portion thereof leave per Agreement year without loss of pay may be taken with the approval of the employee's supervisor and/or department head when it is necessary that the employee be immediately off work ~~in the event of a serious illness or accident of a member of the immediate family or when it is necessary that the employee be off work in the event of an unforeseen occurrence with respect to the employee's household that necessitates action on the part of the employee. The "household" is defined as the physical aspects of the employee's residence. The immediate family is limited to the spouse or domestic partner,~~

~~children, and parents of the employee.~~to attend to one of the following situations either of which necessitates immediate action on the part of the employee:

A. The employee's spouse or domestic partner, child, parents or grandparents has unexpectedly become seriously ill or has had a serious accident; or
B. An unforeseen occurrence with respect to the employee's household (e.g. fire, flood or ongoing loss of power). "Household" ~~shall~~ will be defined as the physical aspects, including pets, of the employee's residence or vehicle.
~~A.~~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.

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

~~12~~15.13 ~~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 hours' leave. Employees shall take the leave provided under this paragraph in full-day increments to the extent possible and the hours will not carryover to the following year. Employees must be in a 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.~~

~~12~~15.14 Pay for Deployed Military

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

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

B. A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted ~~his or her~~their annual paid military leave benefit and is on unpaid military leave of absence ~~shall~~ will be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to

program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage ~~shall~~ will be effective for the duration of the employee's active deployment.

~~12~~15.15 ~~VEBA - Upon retirement, thirty-five percent (35%) of an employee's unused sick leave credit accumulation shall be transferred to a VEBA account (as described below) to be used according to Internal Revenue Service (IRS) regulations on the day prior to their retirement. Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to their designated beneficiary. However, if an employee is eligible for retirement and chooses to vest their funds with the Retirement System at the time they leave City Employment, they will lose all sick leave credit and not be eligible to receive the twenty-five percent (25%) cash out.~~

~~Employees who are eligible to retire shall participate in a vote administered by the union to determine if the Voluntary Employee Benefits Association (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.~~

~~Eligibility-to-Retire Requirements:~~

~~5 – 9 years of service and are age 62 or older~~
~~10 – 19 years of service and are age 57 or older~~
~~20 – 29 years of service and are age 52 or older~~
~~30 years of service and are any age~~

~~For purposes of identifying all potential eligible-to-retire employees, the City shall create a list of members who are in the City's HRIS system at age 45 or older and provide this list to the union so that the union can administer the vote.~~

~~1. **If the eligible-to-retire members of the bargaining unit vote to accept the VEBA**, then all members of the bargaining unit who retire from City service shall either:~~

~~a. place their sick leave cashout at 35% into their VEBA account, or~~

~~b. forfeit the sick leave cash out altogether. There is no minimum threshold for the sick leave cash out.~~

~~Members are not eligible to deposit their sick leave cashout into their deferred compensation account or receive cash.~~

~~2. **If the eligible-to-retire members of the bargaining unit vote to reject the VEBA**, all members of the bargaining unit who retire from City service shall be ineligible to place their sick leave cashout into a VEBA account. Instead, these members shall have two choices:~~

~~a. Members can cash out their sick leave balance at 35% and deposit those dollars into their deferred compensation account. The annual limits for the deferred compensation contributions as set by the IRS would apply; or~~

~~b. Members can cash out their sick leave balance at 25% and receive the dollars as cash on their final paycheck.~~

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

15.15 RETIREMENT VEBA:

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

Contributions from Unused Paid Time off at Retirement

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

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

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

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

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

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

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

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

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

2, ACTIVE VEBA:

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

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

If the bargaining unit votes to require VEBA contributions from employee wages, then all members of the bargaining unit 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

3. ALLOCATION OF RESPONSIBILITY

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

ARTICLE ~~13~~ 16 - HEALTH CARE, DENTAL CARE, LIFE INSURANCE AND LONG TERM DISABILITY INSURANCE

~~13~~16.1 Effective January 1, ~~2015~~2019, the City shall provide medical, dental, and vision plans (with ~~Group Health~~Kaiser Standard, Kaiser Deductible, Aetna Traditional, Aetna Preventative 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~~2019, 2020, and ~~2018~~2021, the selection, addition, and/or elimination of medical, dental, and vision benefit plans and changes to such plans ~~shall~~ will be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

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

~~13~~16.1.1 The City ~~shall~~ will pay up to one hundred seven percent (107%) of the average City cost of medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. ~~—~~ Costs above 107% ~~shall~~ will be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City ~~shall~~ will pay 85% of the excess costs in healthcare and the employees ~~shall~~ will pay 15% of the excess costs in healthcare.

~~13~~16.1.3 Effective January 1, 1999, a Health Care Rate Stabilization Fund ~~shall~~ will be established for utilization in the second year of the contract period and beyond with initial funding in the amount of Three Hundred Thousand Dollars ($300,000). The initial funding ~~shall~~ will be in addition to any excess premium revenues or refunds that may become available and that are placed in the Rate Stabilization Fund. ~~–~~This Rate Stabilization Fund is dedicated to either enhance medical, dental, and vision benefits or help cover related costs.

~~13~~16.1.4 Employees who retire and are under the age of sixty-five (65) ~~shall~~ will be eligible to enroll in retiree medical plans that are experience-rated with active employees.

~~13~~16.1.5 New, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).

~~13~~16.2 Life Insurance - The Employer ~~shall~~ will offer a voluntary Group Term Life Insurance option to eligible employees. The employee ~~shall~~ will pay sixty percent (60%) of the monthly premium and the Employer ~~shall~~ will pay forty percent (40%)

of the monthly premium at a premium rate established by the Employer and the carrier. Premium rebates received by the Employer from the voluntary Group Term Life Insurance option ~~shall~~ will be administered as follows:

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

B. Whenever the Group Term Life Insurance Fund contains substantial rebate monies that are earmarked pursuant to Section 16.2 above to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the Employer ~~shall~~ will notify the Union of that fact.

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

~~13~~16.3 Long-Term Disability - The Employer will provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The Employer will pay the full monthly premium cost of a Base Plan with a ninety (90)-day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollars ($667) base monthly wage. Employees may purchase, through payroll deduction, an optional Buy-Up Plan with a ninety (90)-day elimination period, which insures sixty percent (60%) for the remainder of the employee's base monthly wage (up to a maximum $8,333 per month). Benefits may be reduced by the employee's income from other sources as set forth in the Plan Description. The provisions of the plan ~~shall~~ will be further and more fully defined in the Plan Description issued by the Standard Insurance Company.

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

The maximum monthly premium cost to the Employer ~~shall~~ will 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 Employer's premium obligation per calendar year as set forth within this Section.

~~13~~16.4 Long-term Care - The Employer may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.

~~13~~16.5 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this Agreement to negotiate the impact ~~shall~~ will not be to diminish existing benefit levels and/or to shift costs.

~~13~~16.6 Labor-Management Health Care Committee - Effective January 1, 1999, a Labor-Management Health Care Committee ~~shall~~ will be established by the parties. This Committee ~~shall~~ will be responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee ~~shall~~ will decide whether to administer other City-provided insurance benefits.

ARTICLE ~~14~~ 17 - RETIREMENT

~~14~~17.1 Pursuant to Ordinance 78444 as amended, all eligible employees ~~shall~~ will be covered by the Seattle City Employees Retirement System.

~~14~~17.2 Effective January 1, 2017 consistent with Ordinance No. 78444, as amended, the City ~~shall~~ will implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

ARTICLE ~~15~~ 18 - UNION REPRESENTATIVES

~~15~~18.1 The Executive Director or Union Representative of the Union may, after notifying the Director of Probation Services and Municipal Court Personnel Manager, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances, provided same ~~shall~~ will not interrupt the Court's operations. Such representative ~~shall~~ will limit ~~his/her~~their activities during such investigations to matters relating to this Agreement. Employer work hours ~~shall~~ will not be used by employees or Union Representatives for the conduct of Union business or the promotion of Union affairs.

~~15~~18.2 The Executive Director and/or representatives ~~shall~~ will have the right to appoint a steward at any location where members are employed under the terms of this Agreement. Immediately after appointment of its shop steward(s), the Union ~~shall~~ will furnish the Director of Probation Services, the Court Personnel Manager, the Court Administrator, and the Director of Labor Relations with a list of those employees who have been designated as shop stewards. Said list ~~shall~~ will be updated as needed. The steward ~~shall~~ will see that the provisions of this Agreement are observed, and ~~shall~~ will be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay; provided however, the work of the Court is not interrupted. This ~~shall~~ will not include processing grievances at Step 4 of the grievance procedure enumerated in Article ~~5~~ 7 of this Agreement. Under no circumstances ~~shall~~ will shop stewards countermand orders of or directions from Municipal Court officials or change working conditions.

~~15~~18.3 Any charges by management that indicate that a shop steward or Union Representative is spending an unreasonable amount of time in handling grievances or disputes or performing other duties for the Union ~~shall~~ will be referred to the Seattle Human Resources Director or a designee for discussions with the Executive Director or designee. The Employer ~~shall~~ will have the right to require the Union to refrain from excessive activities, or if after discussion with the Executive Director or designee, the shop steward or Union representative continues to spend an unreasonable amount of time handling grievances and disputes, management may require written authorization from the steward's supervisor for these activities.

~~15~~18.4 Where allowable and after prior arrangements have been made, the Employer may make available to the Union, meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the Court.

ARTICLE ~~16~~ 19 - SAFETY STANDARDS

~~16~~19.1 All work ~~shall~~ will be done in a competent and safe manner, and in accordance with the State of Washington Safety Codes. Where higher standards are specified by the Employer than called for as minimum by state codes, Employer standards ~~shall~~ will prevail.

~~16~~19.2 At the direction of the Employer, it is the duty of every employee covered by this Agreement to comply with established Safety rules, promote safety and to assist in the prevention of accidents. ~~–~~All employees covered by this Agreement are expected to participate and cooperate in the overall Safety Program of the Court.

~~16~~19.3 The Employer ~~shall~~ will provide safe working conditions in accordance with W.I.S.H.A. and O.S.H.A.

~~16~~19.4 Employee-elected members of the departmental safety committee ~~shall~~ will attend such safety committee meetings with no loss in pay.

~~16~~19.4.1 The Union will be notified in advance and included in any processes that are used by the City to determine employee membership on all departmental, divisional, and sectional Safety Committees. ~~-~~Union notification and engagement protocols will be facilitated through departmental labor management committees.

~~16~~19.5 The City and the Union are committed to maintaining a safe work environment. The City and the Union ~~shall~~ will determine and implement mechanisms to improve effective communications between the City and the Union regarding safety and emergency-related information. The City ~~shall~~ will communicate emergency plans and procedures to employees and the Union.

19.6 The Court will provide self-defense and de-escalation training twice per calendar year for employees.

ARTICLE ~~17~~ 20 - HOURS OF WORK AND OVERTIME

~~17~~20.1 Normally, full-time employees ~~shall~~ will be scheduled to work forty (40) hours per week. Part-time positions of between twenty (20) and forty (40) hours may be established by the Employer. Work ~~shall~~ will be scheduled on the basis of five (5) day, forty (40) hour per week schedules; four (4) day, forty (40) hour per week schedules; or such other schedules as established by or agreed to by the Employer. Upon approval by the Employer, an employee's schedule may be revised. When the Employer determines to change work schedules and hours of work, notice of changes ~~shall~~ will be provided to affected employees prior to implementation when possible. The Employer will make a good faith effort to discuss changes in employees' work schedules and hours of work prior to implementation. The Court will not reduce a regular employee's hours as a means of and/or in lieu of addressing disciplinary matters.

~~17~~20.2 Employees who are directed, by the Director of Probation Services or ~~his/her~~their designee, to work beyond their normal work schedule hours resulting in work in excess of forty (40) hours in a seven (7) day work week, ~~shall~~ will be paid for such overtime work at the rate of time and one-half (1-1/2) of the employee's hourly rate of pay.

~~17~~20.3 When a work schedule vacancy or absence occurs in the jail in a position with the title of Probation Counselor - Assigned Personal Recognizance, the schedule will be assigned in the following manner:

A. Permanent Part-time Vacancy - Part-time Probation Counselors -Assigned Personal Recognizance will be given the opportunity to indicate an interest in the vacant work schedule prior to the Department advertising the vacancy. The Director of Probation Services or designee will assign the most senior employee indicating an interest for that schedule unless the Director or designee provides reason for not doing so in writing. Seniority will be based on the employee's service in Probation Services.

B. Scheduled Temporary Absence - Part-time Probation Counselors -Assigned Personal Recognizance will be given the opportunity to volunteer to fill in for any scheduled temporary absence. The Director of Probation Services or designee will assign the most senior employee volunteering for that schedule unless the Director or designee provides reason for not doing so in writing. Seniority will be based on the employee's service in Probation Services. If there are no volunteers, the least senior employee will be directed to fill in for the temporary absence; however, discussion among the employees may result in an alternative mutually acceptable plan for covering for the absence.

C. Unplanned Temporary Absence - When an unplanned absence occurs, and there is not sufficient time to use the process described in 16.3B, the part-time Probation Counselors - Assigned Personal Recognizance will be contacted in

their order of seniority, with the most senior being contacted first. If there are no volunteers, the unit supervisor has the right to staff the shift to insure coverage.

~~17~~20.4 Employees working at least an eight (8) hour day ~~shall~~ will be allowed a fifteen (15) minute rest period during each half of their ~~work day~~workday. Employees working at least four (4~~) hours~~) hours but less than eight (8) hours in a ~~work day~~workday ~~shall~~ will be allowed one fifteen (15) minute rest period during the ~~work day~~workday.

~~17.5~~20.5 Employees working at least an eight (8) hour day will be allowed an unpaid meal period of not less than thirty (30) minutes.

~~17~~20.6 A. Meal Reimbursement - When an employee is specifically directed by the Employer to work two (2) hours or longer on the end of ~~his/her~~their normal eight (8) hour work shift or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from ~~his/her~~their place of residence as a result of such additional hours of work, the employee ~~shall~~ will be reimbursed for the "reasonable cost" of such meal in accordance with Ordinance 111768. In order to receive reimbursement, the employee must furnish the Employer with a dated original itemized receipt from the establishment for said meal no later than the beginning of ~~his/her~~their next regular shift; otherwise, the employee ~~shall~~ will be paid a maximum ~~Six Dollars~~twenty dollars ($~~6.00~~20.00) in lieu of reimbursement for the meal.

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

1. Said meal must be eaten within two (2) hours after completion of the overtime work. The meal allowance benefit cannot be saved and claims then made for meals consumed at some later date.

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

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

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

3. The Employer ~~shall~~ will not reimburse for the cost of alcoholic beverages.

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

D. When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately ~~prior~~before or after ~~to~~ ~~his/her~~their

normal eight (8) hour work shift, said employee shall be eligible for meal reimbursement pursuant to Sections 16.6A, 16.6B, and 16.6C; provided, however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee ~~shall~~ will be paid a maximum of ~~Six Dollars~~twenty dollars ($~~6.00~~20.00) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours ~~shall~~ will be without compensation.

~~17~~20.7 Subpoena Callback – In the event that all of the following conditions are met, full-time employees will receive a minimum of two hours pay at overtime rates, or an equivalent amount of compensatory time at the employee's option, when the employee appears in court pursuant to a subpoena:

- When a court appearance is being scheduled, the employee notifies the court of ~~his/her~~their regular day off and asks the court to schedule the court appearance for a day other than the employee's ~~regularly-scheduled~~regularly scheduled day off;
- If the employee is not present in court when the date is set, the employee notifies the attorney issuing the subpoena of ~~his/her~~their regular day off and asks the attorney to schedule the court appearance for a day other than the employee's regularly-scheduled day off;
- The employee is subpoenaed to appear in court on ~~his or her~~their regular day off despite these efforts;
- The employee makes a good faith effort to switch ~~his or her~~their day off to accommodate the subpoena, but is unable to do so due to personal commitments or staffing constraints;
- The employee reports to ~~his/her~~their immediate supervisor that all of the above conditions have been met and obtains the supervisor's approval for the overtime/compensatory time; and
- The employee comes to work on ~~his/her~~their day off in response to a subpoena.

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

provide a written explanation to the employee. Requests will be considered in an equitable and reasonable manner.

ARTICLE ~~18~~ 21 - BULLETIN BOARDS

~~18~~21.1 The Employer ~~shall~~ will provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining units; provided, however, that said space ~~shall~~ will not be used for notices that are political in nature. All material posted ~~shall~~ will be officially identified as Professional and Technical Employees. A copy of all material to be posted will be provided to the Probation Services Director and the Court Personnel Manager prior to posting.

ARTICLE ~~19~~ 22 - GENERAL CONDITIONS

~~19~~22.1 Employment Status - Pursuant to City Charter and City ordinance at SMC 4.13, employees of the Municipal Court in the job classifications covered by this agreement are exempt from all provisions of the City Personnel Ordinance cited at SMC 4.04 and the rules of the Seattle Department of Human Resources regarding employment selection, discipline, termination and appeals through the Civil Service Commission. Nothing in this Agreement ~~shall~~ will be construed to grant any employment right or benefit to employees in these classifications from which they are exempt by ordinance. Employees ~~shall~~ will be appointed and removed at the sole discretion of the Municipal Court.

~~19~~22.2 Personnel Files - Employees ~~shall~~ will have the right to inspect their personnel files per the terms and conditions of RCW 49.12.240 and .250. They ~~shall~~ will have rights to request removal of documents and to insert rebuttal information when such removal request is denied.

~~19~~22.3 Employee Defense - Employees ~~shall~~ will have rights to consideration for defense by the City Attorney in litigation arising from their conduct, acts, or omissions in the scope and course of their City employment by the terms allowing such defense as provided in SMC Chapter 4.64. Issues arising out of application of this Municipal Code provision ~~shall~~ will not be a proper subject for the grievance procedure ~~herein, but~~herein but may be submitted for review by the Employer in its normal process for such review.

~~19~~22.4 All written policies and procedures addressing working conditions enumerated in this Agreement promulgated by the department ~~shall~~ will be furnished to the Union upon request.

~~19.5 Discipline - Disciplinary action will not be taken in an arbitrary and capricious manner. This means that, in making disciplinary decisions, the Court will exercise honest judgment and good faith and will take into account the facts and circumstances involved. If an employee is to be suspended or discharged from employment, he/she shall be given a written statement of the reason for same, and an opportunity to respond.~~

~~19~~22.~~6~~5 Transit Passes – The City ~~shall~~ will provide a transit subsidy consistent with SMC 4.20.370.

22.~~6.1~~5.1 Flexcar Program - If the City intends to implement a flexcar program in a manner that would constitute a benefit for any employee(s) represented by a Union that is a member of the Coalition of City Unions, the parties agree to open negotiations to establish the elements of said program that are mandatory subjects of bargaining prior to program implementation.

~~19~~22.~~6~~5.2 Public Transportation & Parking - The City ~~shall~~ will take such actions as may be necessary so that employee costs directly associated with their City employment for public transportation and/or parking in a City owned facility paid through payroll deduction will be structured in a manner whereby said costs are tax exempt, consistent with applicable IRS rules and regulations. Said actions ~~shall~~ will be completed for implementation of this provision no later than January 1, 2003.

~~19~~22.~~6~~5.3 Parking Past Practice - The parties acknowledge and affirm that a past practice ~~shall~~ will not have been established obligating the City to continue to provide employee parking in an instance where employees were permitted to park on City property at their work location if the City sells the property, builds on existing parking sites, or some other substantial change in circumstance occurs. However, the City ~~shall~~ will be obligated to bargain the impacts of such changes.

~~19~~22.~~7~~6 Alternative Dispute Resolution (ADR) - The City and the Union encourage the use of ~~the City's~~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 confidential and entirely voluntary.

~~19~~22.~~8~~7 Correction of Payroll Errors - In the event it is determined there has been an error in an employee's paycheck, an underpayment ~~shall~~ will be corrected within two pay periods; and, upon written notice, an overpayment ~~shall~~ will be corrected as follows:

A. If the overpayment involved only one paycheck;

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

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

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

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

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

~~19~~22.~~9~~8 Ethics and Elections Commission - nothing contained within this Agreement ~~shall~~ will prohibit the Seattle Ethics and Elections Commission from administering the

Code of Ethics, including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics~~,~~ . Such fines are not discipline under this Agreement, and as such, are not subject to the Grievance procedure contained within this Agreement. Records of any fines imposed or monetary settlements ~~shall~~ will not be included in the employee's personnel file. Fines imposed by the Commission ~~shall~~ will be subject to appeal on the record to the Seattle Municipal Court. In the event the employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline ~~shall~~ will apply. No record of the disciplinary recommendations by the Commission ~~shall~~ will be placed in the employee's personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.

22~~19~~.~~10~~9 Training and Career Development

A. The City and the Union Agree that training and employee career development can be beneficial to both the City and the affected employee. Training, career development, and educational needs may be identified by the City, by employees, and by the Union. The City ~~shall~~ will provide ~~legally required~~legally required and City-mandated training. Other available training resources ~~shall~~ will be allocated in the following order: business needs and career development. The parties recognize that employees are integral partners in managing their career development.

B. Labor-Management Committees per Article ~~19~~22 will:

1. Review and problem-solve training needs for employees;
2. Determine how employees will be notified in a timely manner about training opportunities; and
3. Discuss how employees will have equal access to appropriate and relevant training.

~~19~~22.~~11~~ 10 Employee Participation in Contract Negotiations - Employee Participation in Contract Negotiations - The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective August 18, 2004, employees who participate in bargaining as part of the Union's bargaining team during the respective employee's work hours ~~shall~~ will remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

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

2. No more than an aggregate of one hundred fifty (150) hours of paid time for negotiation sessions resulting in a labor agreement,

including any associated overtime costs, authorized under this provision;

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

~~19~~22.~~12~~11 Mileage Reimbursement - An employee who is required by the City to provide a personal automobile for use in City business ~~shall~~ will be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes. The 2015 reimbursement rate is fifty-seven and a half cents (57 1/2¢) for all miles driven The reimbursement rate is for all miles driven in the course of City business on that day. Effective January 2019 the reimbursement rate is fifty-eight (58) for all miles driven. The cents (¢) per mile mileage reimbursement rate set forth above ~~shall~~ will be adjusted up or down to reflect the current rate.

~~19~~22.~~13~~12 Meal Reimbursement While on Travel Status - An employee ~~shall~~ will be reimbursed for meals while on travel status at the federal per diem rate. An employee will not be required to submit receipts for meals and may retain any unspent portion of an advance cash allowance for meals.

~~19~~22.~~14~~13 When a transfer opportunity becomes available in the bargaining unit, management will send an e-mail to all bargaining unit members describing the transfer opportunity, including a deadline by which employees must express their interest in the opportunity. This does not preclude the Court from transferring employees without sending the e-mail described above when management finds such transfer necessary.

~~19~~22.~~15~~14 Public Disclosure Request – The City ~~shall~~ will promptly notify the affected employee and the union when the City receives a public disclosure request that seeks personal identifying information of an employee such as birthdate, social security number, home address, home phone number. The City ~~shall~~ will not disclose information that is exempt from public disclosure. This Section ~~shall~~ will be exempt from Article 6, Grievance Procedure.

~~19~~22.~~16~~15 The Union and the City agree to the following:

A. The City of Seattle ("City") will initiate a market wage study to be completed no later than 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. The agreed upon methodology set forth in the MOA will serve as the exclusive method relied upon to review any classifications requested by the Coalition. Any adjustment to wages that may

be bargained as a result of the study will be effective no earlier than January 1, 2019. The Seattle Municipal Court will initiate a request to update the class specifications of all represented classifications in the bargaining unit within six (6) months of ratification of this Agreement. ~~For the duration of this agreement, the City agrees to a re-opener to discuss the City's compensation philosophy and methods and processes associated with determining wage adjustments, including the City's interest in total compensation;~~

B. ~~A re-opener on impacts associated with the Affordable Care Act;~~For the duration of this agreement, the City and the Union agree to re-open the Collective Bargaining Agreement, upon receipt by the Union of a demand by the City, for the following mandatory subjects of bargaining: Changes associated with revisions made to the Affordable Care Act (ACA) – 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.

C. ~~For the duration of the agreement, the Coalition agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts.~~ For the duration of this contract, the Union may open negotiations on any mandatory subjects associated with the following issues: Telecommuting and alternative work schedules, paid parental leave for elder care, definition of employee relationships for eligibility for sick, bereavement and emergency leaves and upward mobility;

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

ARTICLE ~~20~~ 23 - LABOR-MANAGEMENT COMMITTEE

~~20~~23.1 The Employer and Union agree to hold labor-management meetings as necessary. These meetings will be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this Agreement. Subjects for discussion at labor-management meetings during the term of this Agreement ~~shall~~ will be as agreed by the parties. The Union ~~shall~~ will be permitted to designate members and/or stewards to assist its Union Representatives in such meetings. The purpose of labor-management meetings is to deal with matters of general concern to the Union and management.

~~20~~23.1.1 Interdepartment Labor-Management Committees will be a forum for addressing workplace issues that affect more than one City department. Membership will be made up of management from the affected departments. Labor Relations, ~~Local 17~~PROTEC17 Union Representatives, and employees/stewards from the participating departments.

~~20~~23.1.2 Intradepartment Labor-Management Committees will be a forum for addressing issues in the Municipal Court. Membership will be made up of management, Labor Relations, ~~Local 17~~PROTEC17 Union Representatives, and employees/stewards. This committee will also be the vehicle that charters Employee Involvement Committees.

~~20~~23.1.3 Work Unit Labor-Management Committees will be a forum for addressing issues that affect a work unit in the Municipal Court. Membership will be made up of management, Labor Relations, ~~Local 17~~PROTEC17 Union Representatives and employees/stewards.

Note: 19.1.1, 19.1.2, and 19.1.3 may include Union Representatives from other Unions.

~~20~~23.2 The Labor Management Leadership Committee will be a forum for communication and cooperation between labor and management to support the delivery of high-quality, cost-effective service to the citizens of Seattle while maintaining a high-quality work environment for City employees.

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

~~20~~23.3 Labor and management support continuing efforts to provide the best service delivery and the highest quality service in the most cost-effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing work place issues, including administrative and service delivery productivity, efficiency, quality controls, and customer service.

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

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

ARTICLE ~~21~~ 24 - SUBORDINATION OF AGREEMENT

~~21~~24.1 It is understood that the parties hereto and the employees of the Employer are governed by the provisions of applicable federal law, City Charter, and state law. When any provisions thereof ~~are in conflict with~~conflict with or are different than the provisions of this Agreement, the provisions of said federal law, City Charter, or state law are paramount and ~~shall~~ will prevail.

~~21~~24.2 It is also understood that the parties hereto and the employees of the Employer are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE ~~22~~ 25 - SAVINGS CLAUSE

~~22~~25.1 If an article of this Agreement or any addenda thereto is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any article is restrained by such tribunal, the remainder of this Agreement and addenda ~~shall~~ will not be affected thereby, and the parties ~~shall~~ will enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

~~22~~25.2 If the City Charter is modified during the term of this Agreement and any modifications thereof conflict with an express provision of this Agreement, the Employer and/or the Union may reopen, at any time, for negotiations of the provisions so affected.

ARTICLE ~~23~~ 26 - ENTIRE AGREEMENT

~~23~~26.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement ~~shall~~ will add to or supersede any of its provisions.

~~23~~26.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter, whether or not specifically referred to or covered in this Agreement.

ARTICLE ~~24~~ 27 - TERM OF AGREEMENT

~~24~~27.1 Upon execution by both parties or January 1, ~~2015~~2019, whichever is later, this Agreement ~~shall~~ will become effective and ~~shall~~ will remain in effect through December 31, ~~2018~~2021.

~~24~~27.2 In the event that negotiations for a new Agreement extend beyond the anniversary date of this Agreement, the terms of this Agreement ~~shall~~ will 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' notification of intent to unilaterally implement its last offer and terminate the existing Agreement.

The Mayor hereby agrees only to those provisions that are related to wages and wage-related benefits. The Presiding Judge hereby agrees only to those provisions that are not related to wages or wage-related benefits.

~~PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17~~PROTEC17

By _____
~~Joseph L. McGee~~Karen Estevenin,
Executive Director PROTEC17

Date _____

By _____
~~Kate Garrow~~Steven Pray,
Union Representative PROTEC17

Date _____

By _____
Bargaining Committee Member

Date _____

By _____
Bargaining Committee Member

Date _____

By _____
Bargaining Committee Member

Date _____

CITY OF SEATTLE
Executed under authority of

Ordinance _____.

By _____
Mayor ~~Edward B. Murray~~Jenny A. Durkan

Date _____

By _____
Presiding Judge ~~Karen Donohue~~Ed McKenna

Date _____

By _____
~~David Bracilano~~Jana Sangy,
Director of Labor Relations

Date_____

By _____
~~Lenee Jones~~Suzanne Moreau, City Representative

Date _____

~~LOCAL #17~~PROTEC17, PROBATION COUNSELORS UNIT

APPENDIX A

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

Section 1.Hourly Base Wage Rates as of ~~December 31, 2014~~December 26, 2018:

	Step 1	Step 2	Step 3	Step 4	Step 5
Probation Counselor - Assigned Personal Recognizance	$~~33.46~~ $34.80	$~~34.80~~ $36.19	$~~36.10~~ $37.54	$~~37.50~~ $39.00	$~~39.03~~ $40.59
Probation Counselor I	$~~35.42~~ $38.17	$~~36.82~~ $39.67	$~~38.26~~ $41.22	$~~39.78~~ $42.86	$~~41.37~~ $44.57
Probation Counselor II	$~~37.76~~ $39.27	$~~39.23~~ $40.80	$~~40.89~~ $42.53	$~~42.36~~ $44.05	$~~43.91~~ $45.67

Section 2.Hourly Base Wage Rates as of December 25, 2019:

	Step 1	Step 2	Step 3	Step 4	Step 5
Probation Counselor - Assigned Personal Recognizance	$34.80 $36.05	$36.19 $37.46	$37.54 $38.89	$39.00 $40.40	$40.59 $42.05
Probation Counselor I	$~~38.17~~ $38.17	$~~39.67~~ $39.67	$~~41.22~~ $41.22	$~~42.86~~ $42.86	$~~44.57~~ $44.57
Probation Counselor II	$35.85 $40.68	$37.25 $42.27	$38.83 $44.06	$40.22 $45.64	$41.69 $47.31

Section 3.Hourly Base Wage Rates as of ~~December 28, 2016~~January 6, 2021:

	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~
~~Probation Counselor - Assigned Personal Recognizance~~	~~$32.56~~	~~$33.87~~	~~$35.13~~	~~$36.50~~	~~$37.99~~

~~Probation Counselor I~~	~~$34.47~~	~~$35.83~~	~~$37.24~~	~~$38.72~~	~~$40.26~~
~~Probation Counselor II~~	~~$36.75~~	~~$38.18~~	~~$39.80~~	~~$41.23~~	~~$42.73~~

Effective January 6, 2021, employees base wages 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 2018 through June 2019 to the period June 2019 through June 2020, minimum 1.5%, maximum 4%. The following wage ranges will be adjusted accordingly and a new mutually agreed to wage table will be constructed after June of 2020.

~~Section 4.Hourly Base Wage Rates as of December 27, 2017~~:

	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~
~~Probation Counselor - Assigned Personal Recognizance~~	~~$33.46~~	~~$34.80~~	~~$36.10~~	~~$37.50~~	~~$39.03~~
~~Probation Counselor I~~	~~$35.42~~	~~$36.82~~	~~$38.26~~	~~$39.78~~	~~$41.37~~
~~Probation Counselor II~~	~~$37.76~~	~~$39.23~~	~~$40.89~~	~~$42.36~~	~~$43.91~~

APPENDIX B

The following MOU attached hereto as Appendix B and signed by the City of Seattle and the Coalition of City Unions ("Parties"), is adopted and incorporated as an Appendix to this Agreement to address certain matters with respect to membership and payroll deductions after the U.S. Supreme Court's decision in Janus v. AFSCME. The Agreement is specific and limited to the content contained within it. Nothing in the MOU is intended, nor do the Parties intend, for the MOU to change the ability to file a grievance on any matter of dispute which may arise over the interpretation or application of the collective bargaining agreement itself. Specifically, nothing in the MOU is it intended to prevent the filing of a grievance to enforce any provision of Article 5, Union Membership and Dues. Any limitations on filing a grievance that are set forth in the MOU are limited to actions that may be taken with respect to the enforcement of the MOU itself, and limited specifically to Section B of the MOU.

MEMORANDUM OF UNDERSTANDING

By and Between

THE CITY OF SEATTLE

And

COALITION OF CITY UNIONS

(Amending certain collective bargaining agreements)

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

This Coalition of Municipal Court Unions for the purpose of this Memorandum of Understanding (MOU) shall include the following individual Unions, provided that the named Unions are also signatory to this MOU: the Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 763; the Seattle Municipal Court Marshals' Guild.

Background

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

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

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

Agreements

Section A Amended Union Dues and Membership Language

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

Article X - Union Engagement and Payroll Deductions

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

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

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

of their bargaining unit attending the Orientation.

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

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

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

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

The Parties further agree:

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

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

3. 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.

4. 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.

5. 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.

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

7. 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.

8. 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.

9. 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.

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

11. 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.

12. 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.

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

FOR THE CITY OF SEATTLE:

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

Ed McKenna
Presiding Judge, Seattle Municipal Court

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

SIGNATORY UNIONS:

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

~~Amy~~ Shawn Van Eyk
Amy Bowles, Union Representative
PTE, Local 17
Professional, Technical, Senior Business, Senior Professional Administrative Support

Coalition of Municipal Court Unions
Memorandum of Understanding
4

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

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

APPENDIX C

WORK LIFE SUPPORT COMMITTEE (WLSC)

Side Letter of Agreement – WLSC

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

2) **Workplan. The WLSC 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.**

3) **Membership. The membership of WLSC shall be made up of the Mayor or designee, the Director of Labor Relations or designee, up to five Directors or designee from city departments, 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.**

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

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

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