

MEMORANDUM OF UNDERSTANDING

by and between

CITY OF SEATTLE

and

CITY UNIONS

This Memorandum of Understanding (“MOU”) is entered into between the City of Seattle (“City”) and the unions signatory to this MOU (“Unions”). Collectively, the City and the Unions shall be known as “the Parties.”

WHEREAS, on November 8, 2016, voters of Washington State passed Initiative 1433 providing for labor standards, including mandatory sick leave, to be effective January 1, 2018; and

WHEREAS, Initiative 1433 was codified in Chapter RCW 49.46, adding new sections regarding paid sick leave at RCW 49.46.200 and 49.46.210; and

WHEREAS, WHEREAS, Seattle Municipal Code 14.16 contains labor standards relating to sick leave that also apply to City employment; and

WHEREAS, certain requirements of Initiative 1433 conflict with express provisions in the parties’ collective bargaining agreements; and

WHEREAS, for administrative ease, the City seeks to implement the new State mandated sick leave benefits on the pay period begin date that is closest to the effective date required by State law; and

WHEREAS, the parties entered into negotiations and have agreed to the following:

I) The parties shall amend their collective bargaining agreements to incorporate the following changes to sick leave benefits, effective December 27, 2017:

A) An employee who is not eligible for disability leave under RCW 41.26 may request and the appointing authority or a designated management representative shall approve paid sick leave when the officer or employee is absent from work for the following reasons:

1. ~~Employee absence from a worksite that~~ When the employee’s place of business has been closed by order of a public official for any health-related reason required by Seattle Municipal Code Chapter 14.16, RCW 49.46.210, and other applicable laws to limit exposure to an infectious agent, biological toxin or hazardous material, or

2. ~~Employee absence from work to care for a child whose~~ When an employee's child's school or place of care has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material for any health-related reason required by Seattle Municipal Code Chapter 14.16 and other applicable laws such as RCW 49.46.210.

3. ~~For e~~Eligible reasons related to domestic violence, sexual assault, or stalking, consistent with Seattle Municipal Code Chapter 14.16 and other applicable laws, as set out including RCW 49.76.

B) Upon request by the employing unit, an employee shall provide documentation verifying cancellation of his or her child's school, daycare, or other childcare service or program for sick leave use greater than four days for reasons authorized in Section I.A.2 of this MOU. An appointing authority may also require that a request for paid sick leave to cover absences greater than four days for reasons set forth under Section 1.A.3 of this MOU 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 by Seattle Municipal Code Chapter 14.16 and other applicable laws, such as RCW 49.76.030. An employee may satisfy such request by providing documentation as set out in Seattle Municipal Code Chapter 14.16 and other applicable laws, such as RCW 49.76.040(4).

C) Rate of Pay for Sick Leave Used: An employee who uses paid sick leave shall be compensated at his or her straight-time the rate of pay he or she would have earned had he or she worked as scheduled, with the exception of overtime (see Article 14.5 G), as required by as 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 for hours that would have been overtime if worked, the City will apply requirements of Seattle Municipal Code 14.16 and applicable laws such as RCW 49.46.210.

~~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.~~

D) Regular or benefit eligible temporary employees who are reinstated or re-employed in the same or another department after any separation, including dismissal for cause, resignation or quitting, shall have unused sick leave reinstated as required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210.

E) Cumulative sick leave with pay computed at the same rate of .033 hours for all hours worked and with all benefits and conditions required by Ordinance 123698 Seattle Municipal Code Chapter 14.16 and other applicable laws, such as RCW 49.46.210 shall be granted to all temporary employees not eligible for fringe benefits under SMC 4.20.055(C), ~~except that “work study” employees as defined by the administrative rules promulgated by the Seattle Office of Civil Rights shall not be eligible for the sick leave benefit.~~

F) LEOFF 1 employees

1. An employee who is eligible for disability leave under RCW 41.26 (“LEOFF 1” member) will be provided a paid sick leave bank called “Dependent Care and Safe Leave” to use for dependent care and safe leave reasons as authorized under ~~Ordinance 123698~~ Seattle Municipal Code Chapter 14.16 and other applicable laws such as RCW 49.46.210. The City authorizes the use of such leave to care for an eligible family member of the LEOFF 1 member who has an illness, injury, or health care appointment requiring the absence of the LEOFF 1 member from work, or when such absence is recommended by a health care professional. The City also authorizes use of this paid leave for safe leave reasons as required under ~~Ordinance 123698~~ Seattle Municipal Code Chapter 14.16 and other applicable laws such as RCW 49.46.210. For purposes of dependent care paid leave only, “eligible family member” has the same meaning as provided in Seattle Municipal Code 4.24.005(A); and “health care professional” has the same meaning as provided in Seattle Municipal Code 4.24.005(B). This leave may not be used for any other purpose.

2. Effective August 29, 2012, LEOFF 1 members shall have paid sick leave deposited into their Dependent Care and Safe Leave accounts so that the total amount of such leave received for 2012 is equal to 72 hours. Thereafter, at the beginning of each calendar year, each fulltime LEOFF 1 member will accrue an additional 72 hours of paid sick leave to be added to the existing hours in his/her Dependent Care and Safe Leave bank. The

annual accrual of paid sick leave hours for part-time LEOFF 1 members will be prorated. Unused hours will be carried over to the next calendar year. There is no cap or maximum limit on the number of hours a LEOFF 1 member may accumulate in his/her bank. LEOFF 1 members who transfer to other City departments may convert ~~a maximum of 72~~ the Dependent Care and Safe Leave hours to traditional sick leave for use authorized under Seattle Municipal Code Section 4.24 to the new position in the accepting department in accordance with Seattle Municipal Code 14.16 and RCW 49.46.210. LEOFF 1 members may not donate Dependent Care and Safe Leave hours to other members or City employees. Dependent Care and Safe Leave hours may not be cashed out or paid off upon retirement or at any other time.

- G) Eligible family members for which a regularly appointed employee may use sick leave for medical care shall also include grandchild, or the grandchild of the employee's spouse or domestic partner.
- II) Sick leave benefits provided in this MOU are pursuant to Seattle Municipal Code Chapter 14.16, RCW 49.46.200-.210, and other applicable laws and regulations. To the extent that collective bargaining agreements, City procedures, rules or guidelines conflict with this MOU, this MOU shall prevail.
- III) Any dispute regarding the interpretation and/or application of this MOU shall be addressed pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one Union has the same or similar dispute, the grievances shall be consolidated.
- IV) Nothing in this MOU shall be interpreted to diminish existing benefits provided by collective bargaining agreements.

SIGNED this _____ day of _____ 2017.

Executed under the Authority

of Ordinance No. _____

FOR THE CITY OF SEATTLE

Tim Burgess

Mayor

Susan L. Coskey

Seattle Human Resources Director

FOR THE CITY UNIONS

Elizabeth Rockett, Maintenance Representative

IU Painters and Allied Trades,
District Council #5

Erik Van Rossum, Business Representative

HERE, Local 8

Andrea Friedland, Business Representative

IATSE, Local 15

Amy Bowles, Union Representative

PTE, Local 17

Professional, Technical, Senior Business,
Senior Professional Administrative Support

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

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

Mark Watson, Union Representative
WSCCCE, Council 2, Local 21, 21C & 21Z

Audrey Eide, General Counsel
WSCCCE, Council 2, Local 21-PA Assistant
City Prosecutors

Kenny Stuart, President
Seattle Fire Fighters' Union
IAFF, Local 27

Kurt Swanson, Business Representative
UA Plumbers and Pipefitters, & Waterworks,
Local 32

Janet Lewis, Business Representative
IBEW, Local 46

Kal Rohde, Business Representative
Sheet Metal Workers, Local 66

Steve Kovac, Business Representative
IBEW., Local 77
SeaIT, CMEO Unit and Material Controllers

Joe Simpson, Union Representative
IBEW, Local 77
City Light, Transportation & Power Marketers

Brian Self, Business Representative
Boilermakers Union, Local 104

Tracey A. Thompson, Secretary-Treasurer
Teamsters, Local 117; JCC and Community
Service Officers & Evidence Warehouse

Mike Bolling, Business Representative
IU Operating Engineers, Local 286

Paul Miller, Business Representative
IAMAW, District Lodge 160, Local 289
& 79

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

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

Thomas Walsh, President
Seattle Fire Chiefs' Association
IAFF, Local 2898

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

Dave Quinn, Business Representative
Pacific Northwest Regional Council of
Carpenters

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

Michael Cunningham, President
Seattle Police Dispatchers' Guild

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

Mike Edwards, President

Seattle Police Management Association

Kevin Stuckey, President

Seattle Police Officers' Guild