AGREEMENT

By and Between

The CITY OF SEATTLE

and

PROTEC17

LEGISLATIVE BARGAINING UNIT

January 1st, 2023 through December 31, 2026

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PREAMBLE

This Agreement is made and entered into by and between the City of Seattle (hereinafter called the City) and PROTEC17, (hereinafter called "Union" or PROTEC17) for the purpose of setting forth the mutual understandings of the parties as to wages, hours, and other conditions of employment of those employees for whom the Union has been recognized as the exclusive collective bargaining representative.

ARTICLE 1 – NONDISCRIMINATION

1.1 The City and the Union agree that they will not discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, gender expression, gender identity, genetic information, status as a disabled veteran, a Vietnam era veteran or other covered veteran, political ideology, creed, religion, ancestry, or national origin; union activity; 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 City.

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

1.3 The City 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 City 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 City and the Union agree that the City will make a good faith effort to recruit a diverse applicant pool.

1.4 The City shall make a reasonable effort to accommodate employees with disabling conditions, whether incurred on- or off-the-job.

1.5 The Parties agree nothing in this Agreement shall serve to prevent a job placement or other reasonable accommodation, as may be made pursuant to state or federal law, for prevention of discrimination on the basis of disability.

ARTICLE 2 – RECOGNITION

2.1 The City hereby recognizes the Union as the exclusive collective bargaining representative of all temporary, regular full-time, and regular part time Strategic Advisor-Legislative Bargaining Unit members employed by the City of Seattle.

ARTICLE 3 – UNION MEMBERSHIP AND DUES

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

3.2 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.

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

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

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

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

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

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

A. Name
B. Home address
C. Personal phone
D. Personal email (if a member offers)
E. Job classification and title
F. Department and division
G. Work location
H. Date of hire
I. FLSA status: hourly or salary
J. Compensation rate

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

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

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

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

3.11 The Union shall transmit to the City, in writing, by the cutoff date for each payroll period, the name(s) of the Employee(s), as well as [Employee ID Number], who have, since the previous payroll cutoff date, provided the Union with a written authorization for payroll deductions, or have changed their prior written authorization for payroll deductions.

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

3.13 The City will refer all employee inquiries or communications regarding union dues to the Union. The City may answer any employee inquiry about process or timing of payroll deductions.

ARTICLE 4 – RIGHTS OF MANAGEMENT

4.1 The right to hire, determine qualifications, promote, discipline and/or discharge employees, improve efficiency, determine work schedules and location of Department headquarters are examples of management prerogatives. It is understood that the City retains its right to manage and operate its departments except as may be limited by the express provisions of this Agreement.

4.2 Delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and, as such, maximized productivity is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase or diminish the size of the workforce, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods, technology or equipment, the assignment of employees to specific jobs within the bargaining unit, the right to temporarily assign employees to specific jobs or positions outside the bargaining unit, and the right to determine appropriate work out-of-class assignments.

4.3 Probationary Period/Status of Employee: The term "*probationary employee"* is defined as an employee who is within their first twelve (12) month trial period of employment following their initial regular appointment.

The probationary period shall provide the department with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the position, and to terminate any employee whose work performance fails to meet the required standards. During the probationary period, the City will provide the employee with a written 3, 6, and 9-month performance evaluation.

4.4 The City and the Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to management.

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

Determination as to (1), (2), or (3) above shall be made by the department head involved. The Union shall be notified thirty (30) days prior to the start of any new contract or as soon as the department is aware of the need to contract work. The City shall provide consistent and uniform contracting out notice from each City department to the Union. The department head involved shall make available to PROTEC17 upon

1. A detailed justification for the proposed contracting;
2. A labor force analysis demonstrating why the current workforce cannot complete the work;
3. The location where the work will be performed;
4. A description of the work to be contracted;
5. The estimated duration and amount of the contract;
6. The intended start date; and
7. The date the work must be completed, if applicable.

ARTICLE 5 – EMPLOYEE RIGHTS & LABOR–MANAGEMENT COMMITTEE

5.1 It is the purpose and intent of the Joint Labor-Management Committee to disclose, investigate, study, and develop proposed solutions to issues and interests affecting labor and/or management. The following represents the consensus of labor and management to enable the Joint Labor-Management Committee process to work, recognizing the interest and concerns of the parties.

5.2 During the term of the Collective Bargaining Agreement, both parties are mutually bound to use the Joint Labor-Management Committee process to disclose and address issues which either party recognizes as affecting wages, hours, and working conditions, and to complete Joint Labor-Management Committee process before pursuing other statutory or contractual options.

5.3 Regular meetings to be scheduled on a quarterly basis, between the hours of 9 a.m. to 4 p.m., at a location mutually agreed to by the Committee. Interim meetings or sub-committee meetings may be held as mutually agreed to by the Committee.

5.4 Any performance standards used to measure the performance of employees shall be reasonable, however such standards shall not be grievable.

5.5 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 be encouraged to seek information, counseling, or assistance through private sources that they 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 as a result of seeking and following through with corrective treatment, counseling or advice.

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 commensurate with the lack of satisfactory performance or degree of infraction. 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 their job performance or behavioral problems that interfere with the ability to perform the job, the discipline will be imposed as recommended.

5.6 The off-duty activities of employees shall 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 agency.

5.7 The employees covered by this Agreement may examine their personnel files in the departmental Human Resources Office in the presence of the Human Resources Business Partner 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 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.

5.8 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. In the event the City initiates or causes to initiate an investigation that could lead to discipline, the City will notify any employee covered by this CBA if their personnel file will be reviewed and considered. In the event the City fails to provide said notification and the investigation results in any disciplinary action, the City will specifically identify the record or records within the employee’s file that were considered in reaching its determination. The City’s failure to provide proper notice will not be subject to the grievance procedure under this CBA.

5.9 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 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 so notify the City at that time and shall be provided reasonable time to arrange for Union representation.

5.10 The right to representation shall not extend to discussions with an employee in the normal course of business, such as giving instructions, assigning, or evaluating work; informal discussions; delivery of paperwork; staff or work unit meetings; or other routine communications with an employee.

ARTICLE 6 – GRIEVANCE PROCEDURES

6.1 Recognizing that the terms of the Agreement may be subject to different interpretations, both the Department and the Union should have recourse to an orderly means of resolving grievances. The following outline of procedures by which grievances shall be processed is written as for a grievance of the Union against the Department, but it is understood that the steps are similar for a grievance of the Department against the Union.

6.2 A grievance is defined as any dispute between the parties and/or any employees concerning the interpretation, application, claim of breach or violation of the terms and conditions addressed in this Agreement.

Non-Disciplinary Grievance Procedure

6.3 Step 1: The grievance shall be presented by the employee or Steward to the employee's immediate supervisor within twenty (20) business days of the Union employee's or Steward's knowledge of when the grievable incident has allegedly occurred, and the parties shall meet and discuss.

6.4 Step 2: If within twenty (20) business days of the receipt of the grievance by the Supervisor at Step 1, the matter giving rise to the grievance remains unresolved, the Union shall have twenty (20) business days to submit the grievance at Step 2 to the Council President or Designee. The grievance should set forth the following:

A. A statement of the nature of the grievance and the facts upon which it is based,

B. The remedy or correction desired, and

C. The applicable Section or Sections of the Agreement being relied upon.

The Department and the Union shall schedule a meeting to discuss the grievance within ten (10) business days of the grievance being filed at Step 2. After such meeting, the Department has twenty (20) days to reply in writing.

6.5 Step 3: If the grievance is not settled at Step 2, it may be referred to the Federal Mediation and Conciliation Services for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration will be made within thirty (30) business days after receipt of the Step 2 response and will be accompanied by the following information:

A. Question or questions at issue,
B. Statement of facts,

C. Position of employee or employees, and
D. Remedy sought.

6.6 The parties agree to abide by the award made in connection with any arbitral difference.

6.7 Arbitration awards or grievance settlements shall not be retroactive beyond the date of occurrence or non-occurrence upon which the grievance is based.

6.8 The parties agree that any grievance shall be filed at the appropriate step of the grievance procedure with authority to adjudicate.

6.9 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.

6.10 The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.

<u>Disciplinary Grievance Procedure</u>

6.11 The City and the Union agree that 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 City may take against an employee include:

A. Verbal warning;

B. Written reprimand;

C. Suspension;

D. Demotion; or

E. Termination

The City, the Union, and the employees recognize the special circumstances of supporting elected officials in public-facing roles. As such, the City, the Union, and the employees recognize the critical importance of obtaining the highest levels of performance from unit employees; and the City, the Union, and the employees have thus mutually embrace a requirement of high performance. The City, the Union, and the employees also agree upon the City's need to ensure employees fully comply with all rules, policies, and practices of the City. As such, these standards and expectations shall be the baseline for any such determination of suspension, demotion, discharge or any other disciplinary action. The City and the Union further agree that the City shall

use the following standards to determine if the disciplinary action is firmly and fairly decided:

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) business day after the action became or becomes effective.

The parties agree that there is no other grievance process for disciplinary actions except as provided in Sections 6.11 through 6.15 (Disciplinary Grievance Procedure).

6.12 The department may provide oral or written performance expectations to employees at any time.

6.13 If the Appointing Authority or Designee determines that an employee has failed to comply with performance expectations, the employee may be disciplined by receiving a verbal reprimand, written reprimand or suspension, demotion, or discharge of their employment. A memorandum regarding an employee's failure to comply with established expectations may be provided to an employee in lieu of these disciplinary actions for an initial failure. Whereas an employee may still receive a documented Written Verbal Reprimand or a Written Reprimand as a disciplinary action, it shall not be subject to appeal through this procedure.

6.14 Step 1: The grievance shall be presented by the employee or Steward to the Council President or their Designee within twenty (20) business days of issuance of discipline or the recommendation of discipline.

The Department and the Union shall schedule a meeting to discuss the grievance within ten (10) business days of the grievance being filed. After such meeting, the Department has twenty (20) business days to reply in writing.

Step 2: If within twenty (20) business days of the receipt of the grievance by the Council President at Step 1, the matter giving rise to the grievance remains unresolved, the Union shall have twenty (20) business days to invoke the following process at Step 2:

A. The Union may request the formation of a Step 2 grievance hearing panel (Hearing Panel), that will issue recommended findings to remove the discipline, grant a lower level of discipline, grant reinstatement of the employee or otherwise take any action to make the employee whole. The Hearing Panel shall be comprised of three (3) individuals: one (1) member selected by the Union, one (1) member selected by the Council President or Designee and one (1) member selected by the prior two (2) members from a list of available mediators provided by the Federal Mediation and Conciliation Services (FMCS). The Hearing Panel shall be formed no later than twenty (20) business days after the Union has submitted its request. Within these twenty (20) business days, the Union shall select its panel member; the City shall select its panel member, and the parties shall agree upon a mediator provided by FMCS. Should a mediator not be agreed upon within twenty (20) business days by the parties, the mediator shall be decided by a lottery between the parties (e.g. the drawing of Mediators at random).

B. During the Step 2 Hearing, the Hearing Panel shall accept written statements and other evidence it deems necessary in reaching its determination. After completing its review of all relevant materials, the Hearing Panel shall issue its findings within ten (10) business days of completion of the Step 2 Hearing.

C. In performing its Step 2 review, the Hearing Panel must apply the same standards listed above in Sections 6.11.A through 6.11.E (Progressive Discipline) and Sections 6.11 through 6.13 (Standards for Discipline) with the parties and Hearing Panel agreeing the level of disciplinary action taken depends upon the seriousness of the affected employee's conduct. Furthermore, the parties and Hearing Panel agree the special circumstances of supporting elected officials in public-facing roles are of critical importance in obtaining the highest levels of performance from unit employees and that may determine the severity of any disciplinary action taken upon an employee in accordance with this agreement.

6.15 Provided an employee has received no further or additional discipline in the intervening period, a verbal or written reprimand may not be used for progressive discipline after two (2) years other than to show notice of any rule or policy at issue. Discipline that arises as a result of a violation of workplace policies of City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence shall not be subject to this Section of this Agreement.

6.16 Property Interest Discipline Grievance

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

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

Reclassification Grievance Procedure

6.17 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) business 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.

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.

B. 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.

C. 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 6.6 (Step 3); 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) business days. The Board will make a recommendation to the Seattle Human Resources Director within forty-five (45) business days of the appeal hearing. The Director of Labor Relations, or designee, will respond to the Union after receipt of the Seattle Human Resources Director's determination. If the Seattle Human Resources Director affirms the Classification Board recommendation, that decision shall 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 6.6 (Step 3).

ARTICLE 7 – PERFORMANCE MANAGEMENT

7.1 The Union recognizes the City's right to establish and/or revise performance evaluation systems. Such systems may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees. In establishing new and/or revising existing performance evaluation systems, the City shall meet prior to implementation with the Labor-Management Committee to jointly discuss such performance standards. The City agrees that performance standards shall be reasonable.

ARTICLE 8 – UNION REPRESENTATIVES

8.1 The Union Executive Director or Union Representative of the Union may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit their activities during such investigations to matters relating to this Agreement. City work hours shall not be used by employees or Union Representatives for the conduct of Union business or the promotion of Union affairs.

8.2 The Union Executive Director and/or Union Representatives shall have the right to appoint a shop steward at any location where members are employed under the terms of this Agreement. The department shall be furnished by the Union with the names of shop stewards so appointed. Immediately after appointment of its shop steward(s), the Union shall furnish the Seattle Department of Human Resources with a list of those employees who have been designated as shop stewards. Said list shall be updated as when any new shop steward is appointed. The shop steward shall see that the provisions of this Agreement are observed, and shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay. This shall not include processing grievances at Step 3 of the Non-Disciplinary Grievance Procedure enumerated in Article 6 of this Agreement. Under no circumstances shall shop stewards countermand orders of or directions from the City officials or have the authority to change working conditions.

8.3 Any charges by management that indicate a shop steward is spending an unreasonable amount of time in handling grievances or disputes or performing other duties for the Union shall be referred to the Director of Labor Relations or a designee for discussions with the Union Executive Director or designee. The City shall have the right to require the Union to refrain from excessive activities, or if after discussion with the Union 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.

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

8.5 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, employees who participate in bargaining as part of the Union’s bargaining team during the respective employee’s work hours shall remain on paid status without

the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

A. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall not be applicable to this provision,

B. No more than an aggregate of one hundred fifty (150) hours of paid time for the negotiation sessions resulting in a labor agreement, shall be authorized under this provision, and

C. If the aggregate of one hundred fifty (150) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time.

ARTICLE 9 – WORK STOPPAGE

9.1 The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all City 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 not cause any work stoppage, strike, slowdown or other interference with City functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Employees shall not cause or engage in any work stoppage, strikes, slowdown or other interference with City functions for the term of this Agreement. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the City; including but not limited to the recovery of any financial losses suffered by the City.

ARTICLE 10 – SAFETY STANDARDS

10.1 All work shall 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 City than called for as minimum by state codes, City standards shall prevail.

10.2 At the direction of the City, 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 City Safety Program.

10.3 The City shall provide safe working conditions in accordance with WISHA and OSHA.

10.4 Each shop steward will be allowed time off with pay to attend departmental safety meetings, pertinent to their work location as scheduled by the appropriate department.

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

10.6 Safety Committee: PROTEC17 shall be notified in advance and included in any processes that are used by City Departments to determine employee membership on all departmental, divisional, and sectional Safety Committees. Union notification and engagement protocols will be facilitated through departmental labor management committees.

10.7 Citywide Health and Safety Committee: The Employer and the Coalition of City Unions (“CCU”) shall form a City-wide health and safety committee. CCU member unions shall appoint no more than ten (10) members of the committee. The Employer shall appoint a maximum of 10 members to the committee. The committee shall convene at least quarterly. The Parties may meet more frequently by mutual agreement.

10.8 Departmental Health and Safety Committee: Each City department will form joint safety committees in accordance with WISHA requirements at each permanent work location where there are eleven (11) or more employees. Where there is need, safety committees may also be formed at division levels, and/or unit levels, however these shall not replace the departmental safety committee.

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

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

A) Recognizing the health and safety impacts of climate change to workers and the community,

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

B) Ergonomic Assessments

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

C) Air Quality Assessments

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

D) Pandemic Health and Safety

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

ARTICLE 11 – HOLIDAYS

11.1 The following days or days in lieu thereof shall be considered as paid holidays:

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

11.1.1 Employees who have completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (article 12.2) on or before December 31st of the current year shall 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.

11.2 An employee must be on paid status on the regularly scheduled workday immediately preceding or immediately following a holiday to be entitled to holiday pay.

11.3 New employees and employees returning from unpaid leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work; provided, that short authorized absences of four (4) days or less shall not be considered in the application of the preceding portion of this Section, and provided further, that no combination of circumstances whereby two (2) holidays are affected by the foregoing provision may result in payment for more than one (1) of such holidays.

11.4 Central Staff Holiday Flexibility Proposal: In recognition of the importance that the City places on celebrating Indigenous People's Day and Veteran's Day on the observed day, the City shall, to the extent possible based on departmental need, endeavor that employees covered by this agreement are able to take holidays on those dates. This includes, where possible, avoiding meeting requirements on those days.

In most circumstances, a Strategic Advisor, currently covered by this agreement and employed under the working title Legislative Analyst, shall have the ability to take both of the holidays identified above. If, due to actual or anticipated business need, a Strategic Advisor cannot take one or both of the holidays, they may substitute a different regular day or days off between the holiday and the end of the payroll year. By September 15, employees who anticipate working on one or both of the holidays that year, shall notify the Central Staff Director in writing.

When the employee takes the holiday, or works on the holiday and takes a substitute day off, it shall be noted in the employee's official timecard.

11.5 Employees who work less than a full calendar year shall be entitled only to those holidays, Monday to Friday inclusive, which fall within their work period. Employees quitting work or discharged for cause shall not be entitled to pay for holidays following their last day of work.

11.6 Holidays falling on a Saturday or a Sunday shall be recognized and paid on those actual days for employees regularly scheduled to work those days. Payment will be made only once for any holiday. An employee whose normal day off falls on an officially observed holiday shall receive another day off, with pay, during the same workweek in which the holiday occurs. By mutual agreement between Management and the employee, an employee scheduled to work on an actual holiday may receive the day of an actual holiday off in lieu of receiving another day off later in the same pay period.

11.7 New employees shall be entitled to use the personal holidays as referenced in Section 11.1 of this Article during the calendar year of hire.

11.8 Employees may take their personal holidays at any time with supervisory approval.

11.9 Personal holidays cannot be carried over from year to year, nor can they be cashed out if not used by the end of the calendar year.

ARTICLE 12 – VACATION, EXECUTIVE, AND MERIT LEAVE

12.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 12.3 for each hour on regular pay status as shown on the payroll, pro-rated for part-time employees.

12.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time and sick leave.

12.3 The vacation accrual rate shall be determined in accordance with the rates set forth in the lower table

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

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

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

12.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which they became eligible and may accumulate a vacation balance which shall 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 cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

12.5 When an employee must cancel a scheduled and approved vacation at the request of management and is not able to reschedule and use vacation prior to attaining their maximum allowance, the appointing authority, or their designee, may allow the employee to exceed the maximum allowance and continue to accrue vacation for up to three (3) months. If an employee is not approved to take vacation during that three (3)-month period, management will meet with the employee and the Union to discuss options for mitigating any loss of vacation hours due to business needs.

12.6 An employee who is receiving disability compensation pursuant to SMC Chapter 4.44 continues to accrue vacation and may exceed their maximum allowance until the employee ceases to receive such compensation. If the employee does not return to work when their disability compensation eligibility ends, they shall run out their vacation balance. If the employee returns to regular pay status with a vacation balance that exceeds the maximum allowance, they shall have three (3) months from the date of return to reduce the balance, during which time they shall continue to accrue vacation.

12.7 The minimum vacation allowance to be taken by an employee shall be four (4) hours.

12.8 An employee who leaves the City service for any reason shall be paid in a lump sum for any unused vacation they had previously accrued.

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

12.10 Where an employee has exhausted their sick leave balance, the employee may use vacation for further leave for medical reasons, subject to verification by the employee's medical care provider and approval of the appointing authority or their designee. Where the terms of this Section are in conflict with Ordinance 116761 (Family and Medical Leave) as it exists or may be hereafter modified, the Ordinance shall apply.

12.11 The designated Management representative shall arrange vacation time for employees on such schedules as will least interfere with the functions of the work unit, but which accommodates the desires of the employee to the greatest degree feasible.

12.12 Employees with prior regular City service who are regularly appointed to positions within the City shall begin accruing vacation at the rate which was applicable upon their most recent separation from regular City service.

12.13 Executive Leave

A. Eligible full-time employees shall receive thirty-two (32) hours of paid executive leave annually. Eligible part-time employees shall receive executive leave proportionate to their part-time status annually. For example, a 75% employee shall receive 75% of thirty-two hours, or twenty-four (24) hours annually.

B. Executive Leave is prorated for employees who become eligible following the first full pay period in January at the rate of one (1) day of executive leave for each calendar quarter the employee is employed during the first full pay period of the quarter.

C. Employees must use executive leave in increments of eight (8) hours. Part-time employees must use executive leave in increments equivalent to the length of their normal workday.

D. Executive leave has no cash value and cannot be cashed out or carried over from year to year.

12.14 Merit Leave

A. At their sole discretion, the appointing authority or designee may annually award eligible full-time employees a maximum of forty-eight (48) hours of paid merit leave in recognition of exceptional job performance.

B. The appointing authority or designee may annually award eligible part-time employees paid merit leave proportionate to their part-time status in recognition of exceptional job performance. For example, a 75% employee may receive up to 75% of forty-eight (48) hours, or thirty-six (36) hours annually.

C. Employees may be awarded up to forty-eight (48) hours of merit leave regardless of their length of service in a given year. Part-time employees may be granted up to their prorated maximum regardless of their length of service in a given year.

D. Merit leave is awarded in December in recognition of the current year's performance. Employees may use the current year's award beginning in January of the year following the year of the award.

E. Employees must use merit leave in increments of eight (8) hours. Part-time employees must use merit leave in increments equivalent to the length of their normal workday.

F. Merit leave has no cash value and cannot be cashed out or carried over from year to year.

G. Employees who have not met performance expectations shall not be eligible for merit leave for the following year.

H. The City and Union agree that for the year 2020 any merit leave days that would have been accrued will have the ability to be carried over for use into 2021; these merit days must be used in 2021 and cannot be carried over after December 31, 2021. The 2020 carry-over of these merit days will not set precedent for future years.

12.15 Occasional Absences of Less than Four Hours

Eligible salaried employees shall fulfill their professional responsibilities with no expectation of overtime compensation. The appointing authority shall allow them discretion in structuring their workday to ensure that they can fulfill those responsibilities. Eligible salaried employees shall not be required to use their paid leave balances for occasional absences of four hours or less during a work day, and shall be paid their regular salaries despite such absences. Eligible salaried employees shall notify their supervisors in advance of such absences and shall schedule such absences to cause the least impact on their work units. Such absences shall not interfere with the employee's ability to produce their expected work outcomes.

ARTICLE 13 – SICK LEAVE AND INDUSTRIAL INJURY/ILLNESS

13.1 Employees accumulate sick leave credit from the date of regular appointment to City service and are eligible to use sick leave for a qualifying reason after thirty (30) calendar days of employment. Employees covered by this Agreement shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week.

13.2 Employees may accumulate sick leave with no maximum balance.

13.3 An employee may use accumulated sick leave if they must be absent from work because of:

A. A personal illness, injury or medical disability incapacitating the employee for the performance of their job, or personal health care appointments; or 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 Seattle Municipal Code 14.16 and other applicable laws such as RCW 49.46.210; or

B. Care of an employee’s spouse or domestic partner, or the parent, child (as defined by SMC 4.24.005), sibling, dependent or grandparent of such employee or their 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 by City Ordinance as cited at SMC 4.24. To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code 49.46.210with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or

C. Employee absence due to closure of the employee’s worksite by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material. When the employee place of business has been closed by order of a public official for any health-related reason, or when an employee’s or 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 employee absence from work to care for a child whose 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.

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

E. Eligible reasons related to domestic violence, sexual assault, or stalking as set forth in RCW 49.76.030.

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

G. Sick leave used for the purposes contemplated by Article 14.3.E and 14.3.G must end before the first anniversary of the child's birth or placement.

H. Abuse of paid sick leave or use of paid sick leave not for an authorized purpose may result in denial of sick leave payment and/or shall be grounds for discipline up to and including dismissal in accordance with Article 7 of this collective bargaining agreement.

13.4 An employee may use accumulated sick leave in order to provide non-medical care to the newborn child of the employee or their spouse or domestic partner. With the appointing authority's approval, an employee may take sick leave under this Article to supplement a reduced work schedule, provided that the work schedule must be stable and predictable. Sick leave taken for the non-medical care of a newborn child must begin and end by the first anniversary of the child's birth.

13.5 An employee may request use of accumulated sick leave for the non-medical care of a dependent child placed with the employee or their spouse or domestic partner for adoption. Sick leave approved for this reason may also be used to cover the employee's absence(s) to satisfy legal and regulatory requirements prior to and after the placement, and reasonable travel time to claim and return home with the child. With the appointing authority's approval, an employee may take sick leave under this Article to supplement a reduced work schedule, provided that the work schedule must be stable and predictable. Sick leave taken for the non-medical care of a dependent child must begin and end by the first anniversary of the child's adoption.

13.6 An appointing authority, or designated management representative, may approve sick leave payment for an employee as long as the employee:

A. Makes prompt notification;

B. Claims use of sick leave time using the appropriate method(s);

C. Limits claims to the actual amount of time lost due to illness or disability or for the reasons described in Sections 13.3, 13.4 and 13.5;

D. Obtains such medical treatment as is necessary to hasten their return to work; and

E. Provides medical certification of the job-related need for sick leave for absences of more than four (4) days. Medical certification should only include the information that the appointing authority, or designated management representative, needs to authenticate the employee's need for sick leave.

13.7 Sick leave pay may be denied, with justification, and/or medical certification may be required, for employees who are absent repeatedly or whose absences precede or follow regular days off or follow some other pattern without reason, or who abuse sick leave, or who obtain, attempt to obtain or use sick leave fraudulently, or whose absences are the result of misconduct during working hours. Abuse of sick leave shall be subject to the provisions of Article 13 of this Agreement.

13.8 Employees are not eligible to receive paid sick leave when on leave without pay, when laid off, or otherwise not on regular pay status. If an employee is injured or becomes ill while on paid vacation or compensatory time off, the employee shall provide a statement from their health care provider or other acceptable proof of illness or disability for the time involved substantiating the request for sick leave use in lieu of vacation or compensatory time off.

13.9 Washington State Paid Family and Medical Leave: The City and Union agree to that either party has the ability to reopen negotiations regarding 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.

Employees will continue to 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.

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

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

The intent of the program is to create a mandatory and uniform system that will function across departments as the established protocol for all sick leave donation requests and donations. The City agrees to perform this standardization using a Labor-Management Committee (“LMC”) meeting, which will work in consultation with appropriate subject matter experts (“SMEs”), including but not limited to Seattle Human Resources, FAS Citywide Payroll and Business Systems, ITD HRIS and Race and Social Justice SMEs. The City further agrees to convene the LMC no later than 90 days from execution of this Agreement and to meet no less than monthly on the standardization process beginning in the month following the initial convening of the LMC.

13.11 SPFML Top-Up

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

Supplemental Leave Pay Utilization Process

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

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

C. Supplemental Leave Supplemental leave can be used by employees based on the date range signified in the SPFML eligibility letter. For instances in which that date has passed, employees can submit time sheet correction requests to add the use

of supplemental leave, as defined above. No time sheet corrections or reactivity shall be applied to any date or SPFML prior to the execution of this Agreement.

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

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

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

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

13.12 Return-to-Work Verification: An employee returning to work after an absence of more than four (4) consecutive days requiring sick leave, may be required to provide certification from their health care provider that the employee is able to perform the essential functions of the job with or without accommodation.

13.13 An employee who takes sick leave for a family and medical leave-qualifying condition shall comply with the notification, certification and release protocols of the Family and Medical Leave Program. Their properly certified absence shall be accorded the protections of family and medical leave, as long as it is for a condition that qualifies for both family and medical leave and sick leave.

13.14 An employee who is re-employed following separation from City employment shall have any unused sick leave balance from their prior period of employment restored unless the separation was due to resignation, quit or discharge.

13.15 An employee who was eligible for sick leave accumulation and use under this Article prior to appointment to a regular (non-temporary) position not covered under the sick leave plan, shall have their former unused sick leave credits restored upon return to a position that is covered under the sick leave plan.

13.16 An employee who has been granted a sabbatical leave may elect to take a lump sum cash-out of any or all of their unused sick leave balance in excess of two hundred and forty (240) hours at the rate of one (1) hour's pay for every four (4) hours of accumulated and unused sick leave. The employee forfeits all four (4) hours exchanged for each one (1) hour of pay. The employee must exercise this option at the beginning of their sabbatical leave.

13.17 Sick leave that is cashed out is paid at the rate of pay in effect for the employee's primary job classification or title at the time of the cash-out.

13.18 All employees who are included in the City's sick leave plan are eligible to participate as a recipient or donor in the Sick Leave Transfer Program, if the affected employee meets the eligibility conditions specified in Personnel Rule 7.7.9.

13.19 An employee may, with supervisory approval, participate as a non-compensated donor in a City-sponsored blood drive without deduction of pay or paid leave. Such participation may not exceed three (3) hours per occurrence for travel, actual donation and reasonable recuperation time. In order to qualify for time off under this Article, the employee must provide their name and department to the blood bank representative for verification of their participation by the appointing authority.

13.20 Industrial Injury or Illness:

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

B. Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to their sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall 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 be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in absence from their regular duties (up to a maximum of eighty percent (80%) of the employee's normal hourly rate of pay per day) shall be reinstated by Industrial Insurance or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 13.17.A.

C. In no circumstances will the amount paid under these provisions exceed an employee’s gross pay minus mandatory deductions. This provision shall 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.

E. 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.

F. Such compensation shall be authorized by the Seattle Human Resources Director or their designee with the advice of the employee's appointing authority on request from the employee, supported by satisfactory evidence of medical treatment of the illness or injury giving rise to the employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

G. Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 13.17.A. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 13.17.A).

H. Any employee eligible for the benefits provided by SMC 4.44.020 whose disability prevents them from performing their regular duties but, in the judgment of their physician could perform duties of a less strenuous nature, shall be employed at their normal rate of pay in such other suitable duties as the appointing authority shall 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.

I. Sick leave shall not be used for any disability herein described except as allowed in Section 13.17.B.

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

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

ARTICLE 14 – LEAVES OF ABSENCE

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

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

14.2 Sabbatical Leave: Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Personnel Rule 7.4.

14.3 Military Leave:

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 receive the difference between one hundred percent (100%) of their City base pay and their military pay (plus adjustments). City base pay shall include every part of wages except overtime.

B. The City will comply with the requirements of RCW 73.16 and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended, with respect to unpaid leave of absence and return rights for employees who leave City Service to serve in the Armed Forces of the United States. Military leave for such employees shall be administered in accordance with City Personnel Rule 7.9, Ordinance 124664, and SMC 4.20.180, as amended.

14.5 Paid Parental Leave: SMC 4.29, Paid Family Care Leave, which includes "Bea's Law" is here by incorporated by reference into this Agreement.

14.6 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.

ARTICLE 15 – MEDICAL, DENTAL, VISION CARE, LONG-TERM DISABILITY AND LIFE INSURANCE

15.1 Medical, Dental and Vision Care: The City shall provide medical, dental and vision plans (Kaiser Permanente, Aetna Traditional, Aetna Preventive and Delta Dental Service 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. Said plans, changes thereto and premiums shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established by the parties to govern the functioning of said Committee.

15.2 For calendar years 2023, 2024, 2025 and 2026 the City shall 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 be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay eighty-five percent (85%) of the excess costs in healthcare and the employees shall pay fifteen percent (15%) of the excess costs in healthcare.

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

15.4 Long Term Disability: The Employer shall provide a Long-Term Disability (LTD) insurance program for all eligible employees for occupational and non-occupational accidents or illnesses. The Employer shall 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 ($667.00) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90)-day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum of $8,333.00 per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.

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

15.6 The maximum monthly premium cost to the Employer shall be no more than the monthly premium rates established for calendar year 2023 for the base plan; provided, further, such cost shall not exceed the maximum limitation on the Employer's premium obligation per calendar year as set forth within Section 15.2.

15.7 Life Insurance: The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as provided for below.

15.8 Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of 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.

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

15.10 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).

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

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

15.13 Labor-Management Health Care Committee: Effective January 1, 1999, a Labor-Management Health Care Committee shall be established by the parties. This Committee shall 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 decide whether to administer other City-provided insurance benefits.

ARTICLE 16 – RETIREMENT

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

16.2 Effective January 1, 2017, consistent with Ordinance No. 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017. Employees hired on or after shall be eligible to become members of SCERS II.

16.3 <u>Eligibility</u>: Enrollment in the City's retirement system is optional for employees hired into civil service exempt positions as provided in Ordinance No. 78444, as amended, and administered by the City's Department of Retirement Systems.

ARTICLE 17 – HOURS OF WORK

17.1 Fair Labor Standards Act:

A. Employees in the Strategic Advisor-Legislative Bargaining Unit are exempt from the provisions of the Fair Labor Standards Act (FLSA) and are not eligible for overtime.

B. Rest periods and meal periods shall be consistent with current practice.

17.2 Work Schedules:

A. Management will make reasonable efforts to schedule work during "core business hours" whenever practicable. For the purposes of Section 17.2, "core business hours" is defined as 8 hours a day, notwithstanding alternative work arrangements, Monday through Friday between 7:00 a.m. and 6:00 p.m. and "reasonable efforts" is defined as avoiding scheduling work outside of core business hours unless the work is considered to be high priority and time-sensitive.

B. Any issues that arise in regard to changes in work schedules or the manner in which shift swaps are being approved by Management shall be referred to a Labor Management Meeting for discussion with the Union as soon as can be reasonably scheduled and before any changes are implemented.

ARTICLE 18 – WAGES

18.1 The classifications of employees covered by this Agreement and the corresponding minimum and maximum pay range of each pay title are set forth in Appendix A and are illustrative of the increases to the pay bands as provided in 18.3, 18.4, and 18.5 below, and those provisions shall govern any discrepancies.

18.2 Salary Upon Hire: The department shall have discretion to place newly hired employees at a level in their assigned pay title commensurate with the new employee's knowledge, skills, years of experience and assigned duties and responsibilities. Management will document the salary determination and salary rationale for new hires.

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

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

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

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

18.8 No employee may receive a base wage adjustment that would cause their salary to exceed the maximum range of their pay title.

18.9 Management shall review annually and shall have the discretion to adjust employee base pay within the minimum and maximum range of the employee's pay title as determined by the following priority-ranked criteria and as set forth in the City's Salary Placement Authorization Form (SPAF):

A. Internal Equity/Alignment
B. Job Size/Body of Work
C. Learning Curve/Level of Contribution
D. External Market Data/Recruitment/Retention

When management reviews an employee's base pay, management shall document the base pay review determination and rationale, and retain it in the employee's personnel file. Management shall make the completed documentation available to the affected employee, if requested. An employee may submit a written request to meet with management to discuss their base pay determination and future opportunities for pay increases. Management shall respond to the request to meet no later than 30 days after receipt.

Consistent with the City's Race and Social Justice Initiative (RSJI) and workforce equity principles, when making any kind of discretionary wage adjustments, it is important as a general practice that departments calibrate distribution of wage adjustments among eligible employees in an effort to avoid any unintended or inequitable impact caused by the exercise of this discretionary authority.

18.10 Correction of Payroll Errors

A. In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two (2) pay periods. Upon a showing by the employee that the underpayment causes an economic hardship, the City will prepare a manual check within two (2) business days, to correct the underpayment.

B. Upon written notice, an overpayment shall be corrected as follows:
   1. If the overpayment involved only one (1) paycheck:
      a. By payroll deductions spread over two (2) pay periods; or
      b. By payments from the employee spread over two (2) pay periods.

C. 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 ($25.00) per pay period.

D. If an employee separates from the City service before an overpayment is repaid: Any remaining amount due the City will be deducted from their final paycheck(s).

E. 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.

18.11 Transit Subsidy: The City shall provide a transit subsidy benefit consistent with SMC 4.20.370. Effective upon legislation of this agreement, the City shall increase the Commute Trip Reduction ("CTR") parking benefit cost to the employee from $7.00 to $10.00.

18.12 Language Premium: Effective upon legislation of this agreement, employees assigned to perform bilingual, interpretive and/or translation services for the City shall receive a $200.00 per month premium pay. The City shall ensure employees providing language access services are independently evaluated and approved. The City may review the assignment annually and may terminate the assignment at any time.

ARTICLE 19 – REDUCTION IN FORCE

19.1 Reduction(s) in the work force for lack of funds, lack of work, or reorganization are a management prerogative and within the sole discretion of the City and shall not be subject to the grievance and arbitration procedure of this Agreement. If a reduction in force is to occur, the City agrees to meet with the Union to discuss the reductions(s) as soon as reasonably possible.

19.2 The City shall whenever possible provide eight (8) weeks written notice to employees who are to be reduced prior to the effective date of the reduction.

ARTICLE 20 – SAVINGS CLAUSE

20.1 If any article of this Agreement, or 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 remain in force, and the Parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

20.2 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 City and/or the Union may reopen, at any time, for negotiations the provisions so affected.

ARTICLE 21 – BULLETIN BOARDS

21.1 The City shall 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 not be used for notices that are political in nature. All material posted shall be officially identified as belonging to PROTEC17. A copy of all material to be posted will be provided to the appropriate departmental Labor Relations Officer, Human Resources Manager, or designated representative prior to posting.

ARTICLE 22 – EMPLOYMENT PROCESS

22.1 Internal advertisement of vacant bargaining unit positions in the City's Classified Service may run concurrent with or occur prior to any authorized external advertisement. The transfer, reduction or demotion of an employee to a vacancy within the same employing unit is not considered an employment opportunity for advertising purposes. Internal advertisement refers to the city-wide publication of vacant positions in the Opportunities for Advancement (OFA).

22.2 Exceptions to the requirement in Section 22.1 are:

A. Appointment from a Reinstatement Recall List;

B. Appointment from a Reversion Recall List;

C. Employment of a Project Hire candidate (who may have served in another LEG pay title, and is qualified to do the work, as determined by LEG Human Resources and the Appointing Authority of the employing unit);

D. Reasonable accommodation of an injured injured employee pursuant to the Americans with Disabilities Act or the Washington State Law Against Discrimination;

E. Use of the results of a job advertisement closed within six months for a position of the same title, duties, and working conditions; or

F. Other reasons mutually agreed upon on a case-specific basis.

22.3 All internal and external job announcements for positions covered by this agreement will specify that the position is represented by PROTEC17.

22.3.1 The employer shall ensure the selection process for filling bargaining unit positions is conducted in a reasonable and fair manner.

22.3.2 Legislative Department Human Resources will perform an initial screening of all applications received in a recruitment process to ensure that minimum qualifications are met for the position.

22.4 Each bargaining unit employee under consideration for a vacancy within a LEG employing unit will be notified, in writing, at the point in the process when the employee is no longer being considered for the vacant position.

22.5 On an annual basis, the City will provide the Union with a report that will show the sources used to fill vacant bargaining unit positions (e.g., direct hire; advertisement through Neogov or similar service; job posts with professional associations; engagement with a professional employment consultant; etc.), so that patterns of appointments between current employees and non-City applicants can be reviewed.

22.5.1 The report will identify all permanent regular appointments made during the period by name, title, department, and EEO category, if identified by the applicant. and previous employment. If the previous employment was from within the City, the previous job title and department will be indicated.

22.6 The Legislative Department Human Resources Director or designee will review each selection and appointment within the bargaining unit to ensure the appointee meets the minimal qualifications of the position.

22.7 For LEG bargaining unit positions in the Classified Service only, the Legislative Department Human Resources Director or designee will forward to the City Human Resources Director the names maintain a Reinstatement Recall List for one (1) year, consisting of employees laid off due to lack of work, lack of funds, or reorganization of a specific title. Should a vacancy occur in the title in another City department during the ensuing year, the hiring department must consider the names on the Reinstatement Recall List for staffing the vacancy. The names shall remain on the Reinstatement Recall List for one (1) year.

22.8 Probationary Period/Status of Employee: The term “probationary employee” is defined as an employee hired into a position within the City’s Classified Service, who is within their first twelve (12) month trial period of employment following their initial regular appointment.

The probationary period provides the department with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the position, and to terminate any employee whose work performance fails to meet the required standards. During the probationary period, the City will provide the employee with a written three (3)-month performance evaluation after which the employee shall receive written reviews annually. If management identifies significant performance issues with the employee during the probationary period, management shall provide written feedback to the employee at 6 and/or 9 months. In the event of numerous and/or extended absences during the probationary period, an employee in a Classified Service position may have their probationary period extended so as to include the equivalent of a full twelve (12) months of actual service.

Nothing in this subsection shall limit or preclude the Appointing Authority's ability to terminate an employee during any phase of the probationary period. Termination during the probationary period is not subject to the grievance procedure.

22.9 Trial Service Period/Regular Subsequent Appointment Defined: A twelve (12) month trial period of employment of a regular Classified Service employee beginning with the effective date of a subsequent, regular appointment from one classification to a different classification through promotion or transfer to a classification in which the employee has not successfully completed a probationary or trial service period or rehire from a Reinstatement Recall List to a department other than that from which the employee was laid off.

ARTICLE 23 - TRAINING AND DEVELOPMENT

23.1 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 provide legally-required and City-mandated training.

B. Labor-Management Committees will discuss how employees will have equal access to appropriate and relevant training, and may discuss updates to available training resources and opportunities throughout the year.

C. In the first quarter of each year, management will provide the Union the amount of the department's training budget to employees, how training allocation decisions will be made, and any applicable policies.

ARTICLE 24– ENTIRE AGREEMENT

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

24.2 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 25 – SUBORDINATION OF AGREEMENT

25.1 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.

25.2 It is also understood that the Parties to this Agreement and the employees of the City are governed by applicable City Ordinances. City Ordinances are paramount except where they conflict with the express provisions of this Agreement, in which case this Agreement shall govern.

ARTICLE 26 – TERM OF AGREEMENT

26.1 This Agreement shall become effective upon execution by both parties or January 1, 2023, whichever is later, and shall remain in effect through December 31, 2026. No grievance or claim alleging a violation regarding the terms of this Agreement shall be filed or pursued by the City or the Union or its members involving any situations occurring before the execution of this Agreement by both parties except: (1) to enforce implementation of a provision that specifically provides for retroactivity; and/or (2) to pursue a grievance that has already been timely filed prior to the execution of this Agreement; and/or (3) to pursue a grievance regarding an incident that occurred close enough to the execution date of this Agreement for the Union to still be within the threshold time limits for filing a grievance involving that incident under the Grievance Procedure provisions of this Agreement. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90), but not more than one hundred twenty (120), days prior to December 31, 2026. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement, and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

26.2 In the event that negotiations for a new Agreement extend beyond the anniversary date of this Agreement, the terms of this Agreement shall remain in full force and effect until a new Agreement is consummated or unless consistent with RCW 41.56.123, the City serves the Union with ten (10) days' notification of intent to unilaterally implement its last offer and terminate the existing Agreement.

ARTICLE 27 - GENERAL PROVISIONS

27.1 Affordable Care Act: The Parties agree to a reopener on impacts associated with revisions made to the Affordable Care Act (ACA).

27.2 Equity: For the duration of this agreement, the Union agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Race and Social Justice Initiative (RSJI) efforts.

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

27.4 Contracting Out: The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for bargaining unit work on a short-term, temporary basis under the following guidelines: 1) required expertise is not available within the City work force, or 2) the occurrence of peak loads above the work force capability. Determination as to (1) or (2) above shall be made by the department head involved; provided, however, prior to approval by the department head involved to contract out work under this provision, the Union will be notified thirty (30) days prior to the start of any new contract or as soon as the department is aware of the need to contract. This notification shall include:

1. A detailed justification for the proposed contracting;
2. A labor force analysis demonstrating why the current workforce cannot complete the work;
3. The location where the work will be performed;
4. A description of the work to be contracted;
5. The estimated duration and amount of the contract;
6. The intended start date; and
7. The date the work must be completed, if applicable.

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

27.5 Work/Life Support Committee (WLSC): A Side Letter of Agreement will be established depicting the following:

A. 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.

B. 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.

C. 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 designees 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.

D. 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.

E. 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.

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

27.6 Work Outside of Classification: During the duration of this agreement the City and Union agree to discuss the current processes and procedures of Out of Classification assignments.

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

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

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

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

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

27.9 Encampment Clean-Up Safety and Compensation: The Parties agree to examine the City's safety protocols and encampment premium as each relates to homeless encampment clean-up. During the term of this Agreement, the City and impacted Coalition unions agree to meet and discuss existing practices and to consider potential improvements to the existing safety protocols and encampment premium. Should the Parties reach Agreement in principle on any changes to the safety protocols, the City agrees, subject to the approval of the City Council and the Mayor, to reduce such agreement to writing.

Signed this __________ day of _______________, 2024.

Executed under this Authority of Ordinance____________________

THE CITY OF SEATTLE:	PROTEC17:
_________________________ Bruce Harrell, Mayor	___________________________ Karen Estevenin, Executive Director
_________________________ Afton Larson, Labor Negotiator	___________________________ Kaite Mark, Union Representative

LEGISLATIVE DEPARTMENT:

____
Sara Nelson, Seattle Council President

APPENDIX A

A.1 TITLES – Appendix A covers all temporary, regular full-time, and regular part time employees classified as Strategic Advisor-Legislative Bargaining Unit members.

A.2 Effective January 4th, 2023 the minimum and maximum range of the Strategic Advisor-Legislative classification shall be as follows:

	Minimum	Maximum
Strat-Leg-BU……………………………..	$46.08	$82.46
Strat-Audit-BU…………………………	$46.08	$82.46

Title	Step 1	Step 2	Step 3	Step 4	Step 5
Exec Asst BU	49.95	51.96	53.96	56.12	58.21
Exec Asst,Sr BU	51.96	53.96	56.12	58.21	60.43

A.3 Effective January 3th, 2024 the minimum and maximum range of the Strategic Advisor-Legislative classification shall be as follows:

	Minimum	Maximum
Strat-Leg-BU……………………………..	$48.16	$86.17
Strat-Audit-BU…………………………	$48.16	$86.17

	Step1	Step 2	Step 3	Step 4	Step 5
Exec Asst BU	52.20	54.30	56.39	58.65	60.83
Exec Asst BU	52.20	54.30	56.39	58.65	60.83

A.4 Effective January 4, 2025, the minimum and maximum range the Strategic Advisor-Legislative classification shall be adjusted pursuant to Article 18.6 of this Agreement.

	Step 1	Step 2	Step 3	Step 4	Step 5
Exec Asst BU	52.20	54.30	56.39	58.65	60.83
Exec Asst,Sr BU	54.30	56.39	58.65	60.83	63.15

A.5 Effective January 10, 2026, the minimum and maximum range the Strategic Advisor-Legislative classification shall be adjusted pursuant to Article 18.7 of this Agreement.