AGREEMENT

BY AND BETWEEN

The CITY OF SEATTLE

AND

PROTEC17

STRATEGIC ADVISORS AND MANAGERS

Effective through December 31, 2026

Contents

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 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, BARGAINING UNITS & TEMPORARY EMPLOYEES

2.1 The City hereby recognizes the Union as the exclusive collective bargaining representative of all temporary, regular full-time, and regular part time employees at the City of Seattle in the following classifications: Strategic Advisor at the Office of Emergency Management, Strategic Advisor I at the Office of Civil Rights, Strategic Advisors I and II at the Office of Labor Standards, and all Managers I, II, and III (excluding uniformed employees, supervisors, confidential employees, and all other employees) at the Seattle Police Department.

2.2 Where those duties covered by this Agreement are assigned to a different or new classification in the classified service, the Union will continue to be recognized as exclusive bargaining representative for those duties. The City will notify the Union of any new job classifications and provide the Union with the classification specification, including job duties and minimum qualifications. Any disagreement between the parties over the application of this Section shall be processed and settled pursuant to RCW 41.56, WAC 391-35.

2.3 A. "*Position,*" as used in this Agreement, shall be defined as any group of duties and responsibilities in the service of the City, in which one person is required to perform as their employment. "*Budgeted position*" shall be defined as a specific position in the City's current annual budget normally filled through a regular appointment within the Civil Service.

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

C. The term "*probationary employee*" shall be defined as an employee who is within their first twelve (12) month trial period of employment following their initial regular appointment within the Civil Service.

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

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

F. The term "*part-time employee*" shall be defined as an employee who has been regularly appointed and who has a usual work schedule averaging at least twenty (20) hours but fewer than forty (40) hours per week.

G. The terms *"temporary employee"* and *"temporary worker"* shall be defined to include both temporary and less than half-time employees and means a person who is employed in:

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

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

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

4. A less than half-time assignment for seasonal, on-call, intermittent or regularly scheduled work that normally does not exceed one thousand forty (1040) hours in a year, but may be extended up to one thousand three hundred (1300) hours once every three (3) years and may also be extended while the assignment is in the process of being converted to a regular position; or

5. A term-limited assignment for a period of more than one (1) but less than three years for time-limited work related to:

    A. A specific project, grant or other non-routine substantial body of work, or for the replacement of a regularly appointed employee when that employee is absent on long-term disability time loss, medical or military leave of absence.
    B. Replacement of a regularly appointed employee who is assigned to special term-limited project work.
    C. Replacement of a regularly appointed employee who has been released for union leave pursuant to Section 14.8.

H. Temporary workers in the following types of assignments shall cease receiving premium pay at the time indicated and begin receiving wage progression and benefits as provided in SMC 4.20.055 D:

1. Interim and short-term assignments after one thousand forty (1040) regular straight time hours for the remainder of the assignment unless the Seattle Human Resources Director determines that the assignment will terminate so imminently that the benefits package would be of minimal value to the worker;

2. Term-limited assignments starting with the first day and for the duration of the assignment; or,

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

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

2.5 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. Other available training resources shall be allocated in the following order: business needs and career development. The parties recognize that employees are integral partners in managing their career development.

B. Labor-Management Committees per Article 7 will:

1. Review and problem-solve training needs for employees;

2. Determine how employees will be notified in a timely manner about training opportunities; and

3. Discuss how employees will have equal access to appropriate and relevant training.

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

B. The City shall have the right to implement new public employment programs or expand its current programs beyond what exists as of the signature date of this Agreement, but where such implementation or expansion involves bargaining unit work and results in a significant departure from existing practice, the City shall give thirty (30) days' advance written notice to the Union of such and upon receipt of a written request from the Union thereafter, the City shall engage in discussions with the Union on concerns raised by the Union. Notwithstanding any provision to the contrary, the expanded use of individuals under such a public employment program that involves the performance of bargaining unit work within a given City department, beyond what has traditionally existed shall not be the cause of (1) a layoff of regular employees covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by this Agreement that recently had been occupied by a regular full-time employee that performed the specific bargaining unit work now being or about to be performed by an individual under one of the City's public employment programs.

2.7 TEMPORARY EMPLOYEES

A. Temporary employees shall be exempt from all provisions of this Agreement except this Section, 2.7; Sections 1.1 and 1.2; Article 5; Section 14.1 for temporary employees as defined under Sections 2.3.G.1 - G.3 and 2.3.G.5; Section 14.6 for those temporary employees who are receiving benefits rather than premium pay; and Article 6, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure for purposes of adjudicating grievances

relating to Sections identified within this Section. Where the provisions in Personnel Rule 11 do not conflict with the expressed provisions of this Agreement, the Personnel Rule 11 shall apply and be subject to the grievance procedure as provided for in Article 6.

B. Premiums Applicable To Temporary Employees Who Are Not in Benefits-Eligible Assignments - Each temporary employee shall receive premium pay as hereinafter set forth based upon the corresponding number of cumulative non-overtime hours worked by the temporary employee unless the employee is in a benefits-eligible assignment:

0001st hour through 0520th hour	5% premium pay
0521st hour through 1,040th hour	10% premium pay
1,041st hour through 2,080th hour	15% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty percent [20%] premium pay.)
2,081st hour + ...	20% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty-five percent [25%] premium pay.)

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

C. Once a temporary employee reaches a given premium level, the premium shall not be reduced for that temporary employee as long as the employee continues to work for the City without a voluntary break in service as set forth within Section 2.7K. Non-overtime hours already worked by an existing temporary employee shall apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the City may require that a temporary employee

be available to work for a minimum number of hours or periods of time during the year.

D. The premium pay in Section 2.7C does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage shall be added on to the premium pay percentages for the temporary employee to whom it applies.

E. Medical, Dental and Vision Coverage to Temporary Employees Who Are Not in Benefits-Eligible Positions - Once a temporary employee has worked at least one thousand forty (1,040) cumulative non-overtime hours, and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, the employee may within ninety (90) calendar days thereafter, elect to participate in the City's medical, dental and vision insurance programs by agreeing to pay the required monthly premium. To participate the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or the City, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. After meeting the requirements, as stated in this Section, a temporary employee shall also be allowed to elect this option during any subsequent open enrollment period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion shall be dropped from City medical, dental and vision coverage and shall not be able to participate again while employed by the City as a temporary, unless the employee is converted from receiving premium pay to receiving benefits. If a temporary employee's hours of work are insufficient for their pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

F. Holiday Work for Non-Benefits-Eligible Temporary Employees - A temporary employee who works on any of the specific calendar days designated by the City as paid holidays shall be paid at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for hours worked during their scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1-1/2) times the employee's regular

straight-time rate of pay shall apply to those temporary employees who work on the weekend day specified as the holiday.

G. Benefits-Eligible Temporary Employee Holiday Pay – A temporary employee shall be compensated at their straight-time rate of pay for all officially recognized City holidays that occur subsequent to the employee becoming eligible for fringe benefits, for as long as the employee remains in such eligible assignment.

1. To qualify for holiday pay, the employee must be on active pay status the normally scheduled workday before or after the holiday as provided by Section 13.5.

2. Officially recognized City holidays that fall on Saturday shall be observed on the preceding Friday. Officially recognized City holidays that fall on Sunday shall be observed on the following Monday. If the City's observance of a holiday falls on a temporary employee's normal day off, they shall be eligible for another day off, with pay, during the same workweek.

3. Temporary employees who work fewer than eighty (80) hours per pay period shall have their holiday pay pro-rated based on the number of straight-time hours compensated during the preceding pay period.

4. A temporary employee shall receive two (2) personal holidays immediately upon becoming eligible for fringe benefits, provided the employee has not already received personal holidays in another assignment within the same calendar year.

5. Personal holidays cannot be carried over from calendar year to calendar year, nor can they be cashed out.

6. A temporary employee must use any personal holidays before their current eligibility for fringe benefits terminates. If an employee requests and is denied the opportunity to use their personal holidays during the eligibility assignment, the employing unit must permit the employee to use and be compensated for the holidays immediately following the last day worked in the assignment, prior to termination of the assignment.

H. Non-Benefits-Eligible Temporary Employee Unpaid Leave - A temporary employee who is scheduled to work regularly or on and off throughout the year and who has worked two thousand eighty (2,080) cumulative non-overtime hours without a voluntary break in service and who has also worked eight hundred (800) non-overtime hours or more in the previous twelve (12) months, and who is not benefits-eligible may request an unpaid leave of absence not to exceed the amount of vacation time they would have earned in the previous year if they had not received vacation premium pay in lieu of annual paid vacation. Where such requests are made, the timing and scheduling of such unpaid leaves must be agreeable to the employing department. The leave shall be handled in a manner similar to the scheduling of vacation for permanent employees. This provision shall not be applicable in cases where a temporary employee accrues vacation time rather than premium pay as set forth within Section 2.7K.

I. Premium pay set forth within Section 2.7C shall be in lieu of the base level of vacation and all other fringe benefits, such as sick leave, holiday pay, bereavement/funeral leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 2.7E, F and G.

J. The City may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide all fringe benefits covered by the premium pay set forth within Section 2.7C to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 2.7C shall no longer be applicable to that particular group of temporary employees. The City, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide paid vacation and/or sick leave benefits to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees without providing other fringe benefits and in such event the premium pay in Section 2.7C shall be reduced by a percentage amount equivalent to the value of vacation and/or sick leave benefits. The applicable amount for base-level vacation shall be recognized as four point eight one percent (4.81%), which could be higher dependent upon accrual rate increases. The applicable amount for base-level sick leave shall be four point six percent (4.6%). The City shall not use this option to change to and from premiums and benefits on an occasional basis.

The City may also continue to provide benefits in lieu of all or part of the premiums in Section 2.7C where it has already been doing so and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

K. A temporary employee who is assigned to a benefits-eligible assignment will receive fringe benefits in-lieu-of premium pay until the assignment is converted or terminated.

L. The premium pay provisions set forth within Section 2.7C shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one year (twelve [12] months or twenty-six [26] pay periods) it shall be presumed that the employee's break in service was voluntary.

M. The City may hire temporary employees subject to the terms set forth in Subsections (1), (2) and (3) below; provided however, the City shall not use temporary employees to supplant budgeted positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 2.7C, or solely to avoid considering creation of budgeted positions.

1. Upon request from the Union, the department will send the Union notice of any temporary employees working in a position for more than three (3) months but fewer than six (6) months.

2. In the event that an interim assignment of a temporary employee to a vacant regular position accrues more than one thousand five hundred (1500) hours or accumulates hours in eighteen (18) or more consecutive pay periods, the City shall notify the union that a labor-management meeting shall take place within two (2) weeks for the purpose of discussing the status of filling the vacant position prior to one (1) year.

3. Temporary employees may be worked in a position for more than six (6) months only if the Union and the department mutually agree, in advance, in writing.

N. A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a regular position in a Step Progression Pay

Program without a break in service greater than thirty (30) days shall have their temporary service credited for purposes of salary step placement, provided the service was in a job title corresponding to the same or higher classification in the same series as the regular appointment and toward eligibility for medical and dental benefits under Article 15, where appropriate. In addition, a temporary employee who is in a term-limited assignment shall receive service credit for layoff purposes if the employee is immediately hired (within thirty [30] business days without a break in service) into the same job title and position after the term is completed.

O. Temporary employees may be assigned to supervise or lead a regularly appointed employee (after out-of-class opportunities were offered to regular employees), and they may participate with the next higher level of supervision in conducting performance evaluations.

P. Temporary employees covered by this Agreement are eligible to apply for all positions advertised internally.

Q. A temporary employee who has worked one thousand forty (1040) straight-time hours and is receiving benefits from the City may by mutual agreement be allowed to accrue compensatory time if the work unit in which the temporary employee is assigned has a practice/policy of accruing compensatory time. Scheduling compensatory time shall be by mutual agreement with the supervisor. If the temporary employee does not use their accrued compensatory time prior to the termination of the benefits-eligible assignment, the compensatory time will be cashed out upon termination of the assignment.

R. A temporary employee who receives fringe benefits in-lieu-of premium pay may be eligible for the sick leave transfer program.

S. On an annual basis, the City will provide the Union with a copy of the Temporary Employee Utilization Report.

NOTE: It is understood that the temporary employees hired will be included in the sixty percent (60%) requirement mentioned in Section 10.8.

T. Cumulative sick leave with pay computed at the rate of 0.033 hours for all hours worked and with all benefits and conditions required by Ordinance 123698 shall be granted to all temporary employees not eligible for fringe benefits pursuant to Seattle Municipal Code subsection 4.20.055(C), except that "work study" employees as defined by the administrative rules promulgated by the Seattle Office of Civil Rights shall not be eligible for the sick leave benefit.

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 Union 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 within the first ninety (90) days of hiring or entry into the bargaining unit.

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, Union Steward or member leader 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 will notify the Union with New Hire information as soon as possible. The City will supply the Union with the following information on a monthly basis for new employees:

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

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

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

3.10 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.

3.11 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) 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.

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 the 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.

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.

5.11 Seattle Police Department Vacation Labor Management Committee: Within three (3) months of ratification of this agreement, the parties agree to establish a Labor Management Committee (LMC). The role of the LMC is to resolve issues affecting the ability of employees to be fully relieved of their work duties while using vacation.

5.12 Staff Duty Officer MOU – OEM Only: OEM and PROTEC 17 agree that there is a duty to maintain the status quo with regards to wages, hours, and working conditions absent notice and opportunity to bargain. The Parties agree to meet and discuss the assignment of on-call work and staff duty officer rotation in an LMC. Within 90 days of the ratification of this Agreement, the Parties will convene an LMC to discuss this issue. Should the Parties reach agreement on any practice or changes thereto, they will reduce such Agreement to writing.

ARTICLE 6 – DISCIPLINARY ACTIONS & GRIEVANCE PROCEDURES

6.1 This article shall not apply to discipline and/or discharge of employees who are exempt from Civil Service. The City may discipline an employee who is not exempt from Civil Service only for just cause. The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate, not punish or penalize. To this end, in order of 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

6.1.1 Which disciplinary action is taken depends on the seriousness of the affected employee's conduct.

6.1.2 In cases of suspension or discharge, the specified charges and duration, where applicable, of the action shall be furnished to the employee in writing not later than one (1) working day after the action became or becomes effective. An employee may be suspended for just cause pending demotion or discharge.

6.1.3 An employee covered by this Agreement must, upon initiating objections relating to the disciplinary action, use either the grievance procedure contained herein or pertinent procedures regarding disciplinary appeals to the Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and Civil Service Commission procedure relative to the same disciplinary action.

6.1.4 Nothing in this Article shall be construed as being in conflict with Section 6.9 of this Agreement and therein referenced Memorandum of Agreement.

6.1.5 The City will not reduce a regular employee's hours as a means of and/or in lieu of addressing disciplinary matters.

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

6.1.7 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 Section 6.1.6.

6.2 Any dispute between the City and the Union or between the City and any employee covered by this Agreement concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a grievance. The following outline of procedure is written as for a grievance of the Union against the City, but it is understood the steps are similar for a grievance of the City against the Union.

6.2.1 Reclassification grievances shall be processed per Section 6.10.

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

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

6.5 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

Failure by an employee and/or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the City to comply with any time limitation of the procedure in this Article shall allow the Union and/or the employee to proceed to the next step without waiting for the City to reply at the previous step, except that employees may not process a grievance beyond Step 3.

6.6 A grievance in the interest of a majority of the employees in a bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the grievance procedure and be processed within the time limits set forth herein.

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

6.7 A grievance shall be processed in accordance with the following procedure:

Step 1 - A grievance shall be submitted in writing by the aggrieved employee or the employee and/or Union Steward within twenty (20) business days of the alleged contract violation to the employee's immediate supervisor. The grievance shall include a description of the incident and the date it occurred. If requested by a shop steward or union representative, the Parties will convene a meeting. The immediate supervisor should consult and/or arrange a meeting with their supervisor(s) if necessary to resolve the grievance. The parties agree to make every effort to settle the grievance at this stage promptly. The immediate supervisor(s) shall answer the grievance in writing within ten (10) business days after being notified of the grievance.

Step 2 - If the grievance is not resolved as provided in Step 1 above, or if the grievance is initially submitted at Step 2 per Section 6.3, it shall be reduced to written form, citing the Section(s) of the Agreement allegedly violated, the nature of the alleged violation and the remedy sought. The Executive Director or their designee and/or aggrieved employee shall then forward the written grievance to the division head with a copy to the City Director of Labor Relations within ten (10) business days after the Step 1 answer.

With Mediation

At the time the aggrieved employee and/or the Union submits the grievance to the division head, the Executive Director or their designee or the aggrieved employee or the division head may submit a written request for voluntary mediation assistance, with a copy to the Office of Employee Ombud (OEO) Coordinator, the City Director of Labor Relations and the Executive Director or designee. If the OEO Coordinator determines that the case is in line with the protocols and procedures of the OEO process, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, the OEO Coordinator or their designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will

include the parties. The Executive Director or designee and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the appropriate division head and the Executive Director or designee shall be so informed by the OEO Coordinator.

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

If the grievance is not resolved through mediation, the division head shall convene a meeting within ten (10) business days after receipt of notification that the grievance was not resolved through mediation between the aggrieved employee, Union Steward and/or Union Representative, together with the division head, section manager, and departmental labor relations officer. The City Director of Labor Relations or their designee may attend said meeting. Within ten (10) business days after the meeting, the division head shall forward a reply to the Union.

Step 3 - If the grievance is not resolved as provided in Step 2 above or if the grievance is initially submitted at Step 3 per Sections 6.3 or 6.6, the grievance shall be reduced to written form, which shall include the same information specified in Step 2 above. The grievance shall be forwarded within ten (10) business days after receipt of the Step 2 answer or if the grievance was initially submitted at Step 3 it shall be submitted within twenty (20) business days of the alleged contract violation. Said grievance shall be submitted by the Executive Director or their designee and/or aggrieved employee to the City Director of Labor Relations with a copy to the appropriate department head. The Director of Labor Relations or their designee shall investigate the grievance and they shall convene a meeting between the appropriate parties. They shall thereafter make a confidential recommendation to the affected department head who shall in turn

give the Union a detailed answer in writing ten (10) business days after receipt of the grievance or the meeting between the parties.

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

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

Within twenty (20) business days of the Union's receipt of the City's Step 3 response or the expiration of the City's time frame for responding at Step 3, the Union shall file a Demand for Arbitration with the City Director of Labor Relations.

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

After the Demand for Arbitration is filed, the City and the Union will meet to select, by mutual agreement, an arbitrator to hear the parties' dispute. In the event the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected by alternately striking names from a list of seven (7) arbitrators supplied by FMCS or the American Arbitration Association.

Demands for Arbitration will be accompanied by the following information:

A. Identification of Sections of the Agreement allegedly violated

B. Nature of the alleged violation

C. Remedy sought in connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

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

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

3. 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.

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

5. Any arbitrator selected under Step 4 of this Article shall function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.

The negotiated grievance procedure will be used to adjudicate the terms of this agreement, except for the provisions in this paragraph concerning discipline. An employee covered by this Agreement must upon initiating objections relating to disciplinary action or other actions subject to appeal through either the contract grievance procedure or pertinent Civil Service appeal procedures use either the grievance procedure contained herein or pertinent procedures regarding such appeals to the Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and Civil Service Commission procedures relative to the same action. If there are dual filings with the grievance procedure and the Civil Service Commission, the City will send a notice of such dual filings by certified mail to the employee(s) and the Union. The Union will notify the City within fifteen (15) calendar days from receipt of the notice if it will use the grievance procedure. If no such notice is received by the City, the contractual grievance shall be deemed to be withdrawn.

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

6.9 The parties have agreed, through a Memorandum of Agreement, to adopt the following procedures attached thereto that were developed by the Citywide Labor-Management Committee on Progressive Discipline:

A. Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor,

respectively, in which case the timelines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and

B. Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an Offer of Settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 6.7, Step 4, Number 3, above.

The parties may mutually agree to alter, amend, or eliminate these procedures by executing a revised Memorandum of Agreement.

6.10 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 4); or

2. The Union may request the classification determination be reviewed by the Classification Appeals Board, consisting of two members of the Classification/Compensation Unit and one human resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request, arrange a hearing; and, when possible, convene the hearing within thirty (30) 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 6.7 (Step 4).

6.11 Property Interest Discipline Grievance

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

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

ARTICLE 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 Union 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 Union Stewards so appointed. Immediately after appointment of its Union Steward(s), the Union shall furnish the Seattle Department of Human Resources with a list of those employees who have been designated as Union Stewards. Said list shall be updated as when any new Union Steward is appointed. The Union 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 Union 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 Union 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 Union 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 Any individual member in one of the bargaining units who is directly involved through individual appeal, in a matter being reviewed by the Civil Service Commission, shall be allowed time during working hours without loss of pay to attend such meeting if called to testify.

8.6 The parties to this agreement recognize the value to both the Union and the City of having employee(s) 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 employees' 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 employees' 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 Union 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 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 condition 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.

10.10 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.

10.11 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.

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

10.13 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	June 19th
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 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.

11.5 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.

11.6 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.

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

11.8 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 Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

ACCRUAL RATE		EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE		MAXIMUM VACATION BALANCE
Regular Hours In Pay Status	Earned Per Hour	Years of Work Service	Vacation Days/ Vacation Hours Per Year	Maximum Vacation Accrued 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	(160)	320
41601 through 43680	.0807	21	(168)	336
43681 through 45760	.0846	22	(176)	352
45761 through 47840	.0885	23	(184)	368
47841 through 49920	.0923	24	(192)	384
49921 through 52000	.0961	25	(200)	400
52001 through 54080	.1000	26	(208)	416
54081 through 56160	.1038	27	(216)	432
56161 through 58240	.1076	28	(224)	448
58241 through 60320	.1115	29	(232)	464

12.3.1 Effective sixty (60) calendar days after full ratification of this replacement contract, the above table shall be superseded and replaced with the following vacation accrual rate table:

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 (32) 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.

12.15 Occasional Absences of Fewer 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 49.46.210 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or

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 Sections 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 8 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 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.

13.10 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.

13.11 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.

13.12 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.

13.13 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.

13.14 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.

13.15 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.

13.16 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.

13.17 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.

13.18 Shared Sick Leave Pool - The City will standardized the current sick leave transfer ("donation") program across all City departments through the following actions:

- Standardization of:
  - Forms
  - Processing templates
  - FAQs
  - Interdepartmental donation of sick leave
- Anonymizing sick leave requests for potential recipients
- 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.

13.19 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.

ARTICLE 14 – LEAVES OF ABSENCE

14.1 Bereavement/Funeral 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 - Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, "Paid Parental Leave," may take leave for bonding with their new child.

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.

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

14.8 Union Leave - Upon written request, a regular employee elected or appointed to a Union office that requires all of their time will be given a leave of absence without pay from work, not to exceed one (1) year, with approval of the appointing authority based on the business needs of the department. The appointing authority will respond to such requests in writing within fourteen (14) calendar days. Should the appointing authority reject a request for Union Leave, the written response will include an explanation of the business need for the denial. Requests for Union Leave will not be unreasonably denied.

14.8.1 Leave may not be approved for more than one (1) employee at a time per Department. To be eligible for union leave under this provision, the employee must not currently be serving a probation or trial service.

14.8.2 A regular employee designated by the Union to serve on official union business that requires a part of their time will be given a leave of absence without pay from work, provided it can be done without detriment to City services and at least forty-eight (48) hours written notice is given to the Director. The employee will not suffer a loss of bargaining unit seniority rights and will accumulate the same during such leave.

14.8.3 The parties agree that at the City's sole discretion, the leave may be terminated in the event of layoff. The City will provide one month notice before recalling an employee. The parties further agree that the City may at its sole discretion hire term limited temporary employees to backfill for the absent employee.

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 of WA 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 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) of base monthly wages. 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 Eligibility - 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 - Office of Emergency Management Bargaining Unit are exempt from the provisions of the Fair Labor Standards Act (FLSA) and are not eligible for overtime. Employees shall fulfill their professional responsibilities with no expectation of overtime compensation and are allowed discretion in structuring their workday to ensure that they can fulfill those responsibilities.

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

C. The parties agree to timely convene a Labor-Management Committee with the express purpose of reviewing, revising and/or developing policies related to on-call and after-hours work as well as schedule flexibility.

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.

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

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

18.5 Effective January 4, 2025, employees base wages will be increased by 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%).

18.6 Effective January 10, 2026, employees base wages will be increased 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 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%).

18.7 Base Pay Adjustments (BPA): The appointing authority of the department is responsible for ensuring that Strategic Advisor and Manager base salary and adjustments are set following consistent criteria and processes. The department leader shall have the discretion to adjust employee base pay within the minimum and maximum range of the employee's pay title as set by City ordinance.

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

18.10 Pay Equity LMC: The Pay Equity LMC will meet each quarter beginning no later than 90 days after ratification of the CBA. The Parties may mutually agree to meet more or less frequently unless the parties agree to change the schedule. The parties will develop its charter, ground rules and other processes and procedures necessary for conducting the Pay Equity LMC meetings. The intent of this LMC is to mutually work towards transparency, accountability, and equity within the discretionary pay band. Initial topics for Strategic Advisors and/or Managers shall be prioritized and include but not be limited to:

- Evaluate the criteria used for annual adjustments
- Salary placement for new and existing Strategic Advisors and/or Managers
- Performance evaluation and relationship to salary setting and salary adjustment
- Salary Inversion and compression issues
- Administration of Merit Leave
- Building an annual departmental internal pay equity review

Committee Members: The committee shall be established on a permanent basis and shall consist of not more than five (5) representatives of the Employer and not more than five (5) bargaining unit employees. The number of committee participants may be expanded by the mutual agreement of the Employer and the Union.

18.11 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.

18.12 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 seven dollars $7.00 to ten dollars $10.00 per day.

18.13 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 – TRANSFER, VOLUNTARY REDUCTION, LAYOFF, AND SERVICE CREDIT

19.1 Transfer

A. The transfer of an employee shall not constitute a promotion except as provided in Section 19.1.C5 of this Article.

B. Intra-departmental transfers - An appointing authority may transfer an employee from one position to another position in the same class in their department without prior approval of the Seattle Human Resources Director but must report any such transfer to the Seattle Department of Human Resources within five (5) days of its effective date.

C. Other transfers may be made upon consent of the appointing authorities of the departments involved and with the Seattle Human Resources Director's approval as follows:

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

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

3. Transfer, in lieu of layoff, may be made to a position in the same class to a different department upon showing that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced. The employee subject to layoff shall have this opportunity to transfer, provided there is no one on the Reinstatement Recall List for the same class for that department. If there is more than one employee eligible to transfer, in lieu of layoff, in the same job title, the employee names shall be placed on a Layoff Transfer List in order of job class seniority. Eligibility to choose this opportunity to transfer is limited to those employees who have no rights to other positions in the application of the layoff language herein including Section 19.5C.

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

An employee on the Layoff Transfer List who is not placed in another position prior to layoff shall be eligible for placement on the Reinstatement Recall List pursuant to Section 19.5D.

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

5. Transfer, in lieu of layoff, may be made to a single position in another class when such transfer would constitute a promotion or advancement in the service provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced and when transfer in lieu of layoff under Section 19.1.C4 of this Article is not practicable.

6. The Seattle Human Resources Director may approve a transfer under Section 19.1.C1, -C2, -C3, -C4, or -C5 above with the consent of the appointing authority of the receiving department only, upon a showing of circumstances justifying such action.

7. Transfer may be made to another similar class with the same maximum rate of pay in the same or a different department upon the director's approval of a written request by the appointing authority. Employees transferred pursuant to the provisions of Section 19.1 shall serve probationary and/or trial service period in accordance with Personnel Rule Chapter 4.

19.2 Voluntary Reduction

A. A regularly appointed employee may be reduced to a lower class upon their written request stating their reasons for such reduction if the request is concurred in by the appointing authority and is approved by the Seattle Human Resources Director. Such reduction shall not displace any regular, trial service, or probationary employee.

B. The employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 19.6. Upon a showing, concurred in by the appointing authority of the department, that the reason for such voluntary reduction no longer exists, the Seattle Human Resources Director may restore the employee to their former status.

19.3 Layoff - The City shall notify the Union and the affected employees in writing at least eight (8) weeks in advance whenever possible, when a layoff is imminent within the bargaining unit.

19.4 Layoff for purposes of this Agreement shall be defined as:

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

19.5 A. In any given class in a department, the following shall be the order of layoff:

1. Interim appointees;
2. Temporary or intermittent employees not earning service credit;
3. Probationary employees *;
4. Trial service employees * (who cannot be reverted); or
5. Regular employees * in order of their length of service, the one with the least service being laid off first.

* Except as their layoff may be affected by military service.

B. However, the City may lay off out of the order described above for one or more of the reasons cited below:

1. Upon showing by the appointing authority that the operating needs of the department require a special experience, training, or skill.

2. When (1) women or minorities are substantially underrepresented in an EEO category within a department; or (2) a planned layoff would produce substantial underrepresentation of women or minorities; and (3) such layoff in normal order would have a negative, disparate impact on women or minorities; then the Seattle Human Resources Director shall make the minimal adjustment necessary in the order of layoff in order to prevent the negative disparate impact.

C. At the time of layoff, a regular employee or a trial service employee (per 19.5.A4 above) shall be given an opportunity to accept reduction (bump) to the next lower class in a series of classes in their department or they may be transferred as provided in Section 19.1.C4. An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 19.6.

D. Recall - The names of regular, trial service, or probationary employees who have been laid off shall be placed upon a Reinstatement Recall List for the same class and for the department from which laid off for a period of one year from the date of layoff.

E. Anyone on a Reinstatement Recall List who becomes a regular employee in the same class in another department shall lose their reinstatement rights in their former department.

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

G. If a vacancy is to be filled in a given department and a Reinstatement Recall List for the classification for that vacancy contains the names of eligible employees who were laid off from that classification the following shall be the order of the Reinstatement Recall List:

1. Regular employees laid off from the department having the vacancy in the order of their length of service. The regular employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.

2. Trial service employees laid off from the department having the vacancy in the order of their length of service. The trial service employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.

3. Probationary employees laid off from the department having the vacancy without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.

4. Regular employees laid off from the same classification in another City department and regular employees on a Layoff Transfer List. The regular employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of the Personnel Rules shall apply.

5. Trial service employees laid off from the same classification in another City department and trial service employees on a Layoff Transfer List. The trial service employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of the personnel rules shall apply.

6. Probationary employees laid off from the same classification in another City department and probationary employees on the Layoff Transfer List without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.

7. The City may recall laid off employees out of the order described above upon showing by the appointing authority that the operating needs of the department require such experience, training or skill.

8. The Union agrees that employees from other bargaining units whose names are on the Reinstatement Recall List for the same classifications shall be considered in the same manner as employees of this bargaining unit, provided the Union representing those employees has agreed to a reciprocal right to employees of this bargaining unit. Otherwise, this Section shall only be applicable to those positions that are covered by this Agreement.

H. Nothing in this Article shall prevent the reinstatement of any regular, trial service, or probationary employee for the purpose of appointment to another lateral title or for voluntary reduction in class, as provided in this Article.

19.6 A. For purposes of layoff, service credit in a class for a regular employee shall be computed to cover all service subsequent to their regular appointment to a position in that class and shall be applicable in the department in which employed and specifically as follows:

B. General Provisions

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

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

3. Service credit will be given for previous regular employment of an incumbent in a position that has been reallocated and in which the employee has been continued with recognized standing;

4. Credit will be given for service prior to an authorized transfer;

5. Service credit will be given for time lost during:

   a. Jury duty;

   b. Disability incurred in line of service;

   c. Illness or disability compensated for under any plan authorized and paid for by the City;

   d. Service as a representative of a Union affecting the welfare of City employees;

   e. Service with the armed forces of the United States, including but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

C. No service credit shall be given:

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

For any employment prior to a separation from the Civil Service other than by a resignation that has been withdrawn within sixty (60) days from the effective date of the resignation and such request for withdrawal bears the favorable recommendation of the appointing authority and is approved by the Seattle Human Resources Director.

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

ARTICLE 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 All vacant positions in the bargaining unit, which are to be filled by regular appointment, will be advertised at least once in an internal City announcement (except as noted below in Section 22.1.2) that will be regularly distributed to all departments for posting in places accessible to employees, with a copy to the Union. The filing for each position will be open for at least fourteen (14) calendar days.

22.1.1 Announcements will not be posted for external applicants until seven (7) calendar days after the posting of that announcement for internal applicants. Waiver of the seven (7) calendar day advanced internal posting may be requested of the Union.

22.1.2 Exceptions to the requirement in Section 22.1 are:

A. Fill from a Reinstatement Recall List Article 19);

B. Fill from a Reversion Recall List Article 19;

C. Employment of a Project Hire candidate (someone laid off from another title, but qualified to do the work if acceptable to the department appointing authority); or

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

22.1.3 The Seattle Human Resources Director or designee will encourage the appointing authority to include notices of exempt, seasonal, and temporary project vacancies in the regularly distributed internal City announcement.

22.2 The Seattle Human Resources Director or designee will define specific required qualifications for each bargaining unit position advertised. In all cases, the advertised qualifications shall be at least at the level of the established qualifications listed in the pertinent classification specification but may be closer in focus to address the job-related requirements of the particular position. All internal and external job announcements for positions covered by this agreement will specify that the position is represented by PROTEC17.

22.3 The Seattle Human Resources Director or designee will review and approve the general method of selection used in each City department to ensure the selection processes for

filling bargaining unit positions are conducted in a reasonable and fair manner. If the Union feels a selection method does not meet the "*reasonable and fair*" threshold, they may request a meeting with the Seattle Human Resources Director or their designee to discuss resolution of their concerns. Lacking such resolution, the Union may submit the threshold question to the grievance procedure.

22.3.1 Each candidate under consideration at a specific step in the process to fill a particular position shall be evaluated in a consistent and uniform manner.

22.4 Each employee applying for consideration for a vacancy will be notified in writing by the responsible City agency 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 source of hires, so that patterns of appointments between current employees and non-City applicants can be reviewed.

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

22.6 The Seattle Human Resources Director or designee will audit each selection and appointment within the bargaining unit to ensure the appointee meets the advertised qualification standard. Results of each audit will be provided to the Union.

22.7 The Seattle Human Resources Director or designee will 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 any City department during the ensuing year, the hiring department must consider the names on the Reinstatement Recall List for staffing the vacancy.

22.7.1 In all cases, if an appointment is to be made from other than the Reinstatement Recall List, the appointing authority must submit a written statement of the reason to the Seattle Human Resources Director or designee at the time of the qualification/appointment audit.

ARTICLE 23 – ENTIRE AGREEMENT

23.1 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.

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

ARTICLE 24 – SUBORDINATION OF AGREEMENT

24.1 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.

24.2 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 25 – TELECOMMUTING

25.1 Nothing in this Article abridges the Employer's rights enumerated within this Agreement.

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

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

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

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

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

When reporting to a primary worksite is required by an "in-office" weekly minimum policy, four hours work shall constitute an "in office" shift and the minimums may be

met based on an average within a pay period. "In office" will include field work such as, but not limited to, inspections, public meetings, trainings, events and work at City designated facilities, provided the employee is in paid status and performing work on behalf of the City.

The employee shall report to the employing unit's primary worksite for public-facing services when so directed. The employee shall take reasonable precautions to protect City owned equipment, if any, from theft, damage, or misuse. It remains the employer's responsibility to insure equipment used for approved telecommuting purposes.

The decision ~~of~~ whether or not to grant a telecommuting agreement must be ~~stated~~ in writing and must include the reason(s) for the denial or approval, and provided to the employee. Supervisors will add information about telecommuting agreement eligibility to position descriptions and job postings. Working relationship between supervisor and employee, negative performance reviews and/or employee disciplinary history unrelated to telecommuting may not be considered as the sole basis for denial of a telecommuting agreement request unless the City has documented a nexus between the performance/discipline and the remote work request.

Denied telecommuting agreement requests will be reported to the Union. The bargaining unit member will have the opportunity to request a reconsideration of a denial to the Appointing Authority or designee.

<u>Changes to Agreed Telecommuting Agreements</u> – Bargaining unit members approved for telecommuting acknowledge and recognize that business and/or employee needs arise that may necessitate a temporary deviation from an approved telecommuting agreement. The City or employee shall provide as much advance notice as possible. Alternative deviations may be considered and such deviations, whenever possible, should be infrequent.

The terms and conditions of individual telecommuting agreement shall be set forth in completed and signed remote work agreements with a copy provided to the Union.

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

ARTICLE 26 – TERM OF AGREEMENT

26.1 This Agreement shall become effective upon execution by both parties 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. For the immediate successor agreement to the agreement expiring December 31, 2026, the parties agree to timely negotiate a successor agreement regardless of the timelines expressed above.

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.

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

26.4 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.

26.5 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.

26.6 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 childcare, 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.

26.7 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.

26.8 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.

26.9 No later than sixty (60) days after the full ratification of this Agreement, the 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.

26.10 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.

26.11 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:

_____
Bruce Harrell, Mayor

_____
Shaun Van Eyk, Labor Relations Director

PROTEC17:

_____
Karen Estevenin, Executive Director

_____
Mark Watson, Union Representative

_____
Kaite Mark, Union Representative

_____
Kate Hutton, Bargaining Committee Member

_____
Dawn Quaale, Bargaining Committee Member

APPENDIX A

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

A.2 Effective upon ratification the minimum and maximum hourly wage range of the Strategic Advisor classifications shall be as follows:

For year 2023:

	Minimum	Maximum
Strategic Advisor 1, L17	46.08	69.12
Strategic Advisor 2, L17	50.24	75.39
Strategic Advisor 3, L17	54.98	82.46
Managers 1, SPD	46.08	69.12
Managers 2, SPD	50.24	75.39
Managers 3, SPD	54.98	82.46

For year 2024:

	Minimum	Maximum
Strategic Advisor 1, L17	48.16	72.23
Strategic Advisor 2, L17	52.50	78.78
Strategic Advisor 3, L17	57.45	86.17
Managers 1, SPD	48.16	72.23
Managers 2, SPD	52.50	78.78
Managers 3, SPD	57.45	86.17